

COMMONWEALTH OF KENTUCKY

BEFORE THE PUBLIC SERVICE COMMISSION

**Petition of Southeast Telephone, Inc., for)
Arbitration of Certain Terms and)
Conditions of the Proposed Agreement with)
Kentucky ALLTEL, Inc., Pursuant to the)
Communications Act of 1934, as amended)
by the Telecommunications Act of 1996)**

NOV 12 2003

Docket No. 2003-00115

SOUTHEAST TELEPHONE, INC.'S BEST AND FINAL OFFER
AND ASSOCIATED CONDITIONS

SouthEast Telephone, Inc. ("SouthEast") hereby respectfully submits to the Public Service Commission of Kentucky ("Commission") its filing in regard to its Best and Final Offer and in support thereof states the following:

After the filing of a Petition for Arbitration in this matter by SouthEast Telephone, Inc. ("SouthEast"), the Commission issued an Order on October 27, 2003, requiring each Kentucky ALLTEL and SouthEast to submit its proposed version of the contract terms in the form of its best and final offer. Although the Commission originally required parties to make said filings by November 5, 2003, the filing deadline was subsequently extended to November 10, 2003.

1. SouthEast accepts with the exception of the unresolved issues and the following exceptions, the proposed interconnection agreement submitted by ALLTEL, herein incorporated by reference, and attached as Exhibit 1, as our Best and Final Offer.

2. Attached hereto as Exhibit 2 and incorporated herein by reference are SouthEast's proposed rates for the Monthly Recurring Charges for Port/Loop Services.

3. Attached hereto as Exhibit 3 and incorporated herein by reference are SouthEast's proposed rates for the Non-Recurring Charges.

4. Attached hereto as Exhibit 4 and incorporated herein by reference are SouthEast's proposed rates for the Usage and Transport Charges.

5. Attached hereto as Exhibit 5 and incorporated herein by reference is SouthEast's proposal for Reciprocal Compensation.

6. SouthEast considers it as essential to the Best and Final Offer that there be no cost associated with Unbundled Vertical Features or simply Vertical Features. SouthEast's proposed price for all vertical features is \$0.00.

7. SouthEast considers it essential that all proposed port pricing on all ALLTEL products include vertical features cost.

8. SouthEast considers it essential that all proposed port pricing include vertical feature cost and channels for all PRI and DS1 services.


WHEREFORE, SouthEast Telephone respectfully requests that the Commission accept its Filing of its Best and Final Offer pursuant to and consistent with the conditions set forth herein and grant all other necessary and proper relief to which SouthEast Telephone may be entitled.

Dated: November 10, 2003.

Respectfully submitted,

SOUTHEAST TELEPHONE, INC.

By:



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CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing has been sent this 10th day of November, 2003 via e-mail and first class mail, postage prepaid to the following parties of record in this matter:

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JONATHON N. AMLUNG

EXHIBIT 1

AGREEMENT

BY AND BETWEEN

SOUTHEAST TELEPHONE COMPANY, INC.

AND

KENTUCKY ALLTEL, INC.

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PREFACE

This Agreement ("Agreement") shall be deemed effective as of [Date] (the "Effective Date"), between SouthEast Telephone, Inc. ("SothEast"), and Kentucky ALLTEL Inc., ("ALLTEL"), a Kentucky corporation with offices at One Allied Drive, Little Rock, AR 72203. (ALLTEL and SOUTHEAST may be referred to hereinafter, each, individually as a "Party", and, collectively, as the "Parties").

GENERAL TERMS AND CONDITIONS

In consideration of the mutual promises contained in this Agreement, and intending to be legally bound, pursuant to Section 252 of the Act, ALLTEL and SOUTHEAST hereby agree as follows:

1. The Agreement

- 1.1 This Agreement includes: (a) the Principal Document; (b) the Tariffs of each Party applicable to the Services that are offered for sale by it in the Principal Document (which Tariffs are incorporated into and made a part of this Agreement by reference); and, (c) an Order by a Party that has been accepted by the other Party.
- 1.2 Except as otherwise expressly provided in the Principal Document (including, but not limited to, the Pricing Attachment), conflicts among provisions in the Principal Document, Tariffs, and an Order by a Party that has been accepted by the other Party, shall be resolved in accordance with the following order of precedence, where the document identified in subsection "(a)" shall have the highest precedence: (a) the Principal Document; (b) the Tariffs; and, (c) an Order by a Party that has been accepted by the other Party. The fact that a provision appears in the Principal Document but not in a Tariff, or in a Tariff but not in the Principal Document, shall not be interpreted as, or deemed grounds for finding, a conflict for the purposes of this Section 1.2.
- 1.3 This Agreement constitutes the entire agreement between the Parties on the subject matter hereof, and supersedes any prior or contemporaneous agreement, understanding, or representation, on the subject matter hereof. Except as otherwise provisioned in the Principal Document, the Principal Document may not be waived or modified except by a written document that is signed by the Parties. Subject to the requirements of Applicable Law, a Party shall have the right to add, modify, or withdraw, its Tariff(s) at any time, without the consent of, or notice to, the other Party.

2. Term and Termination

- 2.1 This Agreement shall be effective as of the Effective Date and, unless cancelled or terminated earlier in accordance with the terms hereof, shall continue in effect until [Date] (the "Initial Term"). Thereafter, this Agreement shall continue in force and effect unless and until cancelled or terminated as provided in this Agreement.
- 2.2 Either SOUTHEAST or ALLTEL may terminate this Agreement effective upon the expiration of the Initial Term or effective upon any date after expiration of the Initial Term by providing written notice of termination at least ninety (90) days in advance of the date of termination.
- 2.3 If either SOUTHEAST or ALLTEL provides notice of termination pursuant to Section 2.2 and on or before the proposed date of termination either SOUTHEAST or ALLTEL has requested negotiation of a new interconnection agreement, unless this Agreement is cancelled or terminated earlier in accordance with the terms hereof (including, but not limited to, pursuant to Section 12), this Agreement shall remain in effect until the earlier of: (a) the effective date of a new interconnection agreement between SOUTHEAST and ALLTEL; or, (b) the date one (1) year after the proposed date of termination.

- 2.4 If either SOUTHEAST or ALLTEL provides notice of termination pursuant to Section 2.2 and by 11:59 PM Eastern Time on the proposed date of termination neither SOUTHEAST nor ALLTEL has requested negotiation of a new interconnection agreement, (a) this Agreement will terminate at 11:59 PM Eastern Time on the proposed date of termination, and (b) the Services being provided under this Agreement at the time of termination will be terminated, except to the extent that the Purchasing Party has requested that such Services continue to be provided pursuant to an applicable Tariff or Statement of Generally Available Terms (SGAT).

3. **Glossary and Attachments**

The Glossary and the following Attachments are a part of this Agreement:

Additional Services Attachment

Interconnection Attachment

Resale Attachment

UNE Attachment

Collocation Attachment

911 Attachment

Pricing Attachment

4. **Applicable Law**

- 4.1 This Agreement is entered into as a result of private negotiations between the Parties, acting pursuant to the Telecommunications Act of 1996 (the "Act"), and/or other applicable state laws or Commission rulings. If the actions of state or federal legislative bodies, courts, or regulatory agencies of competent jurisdiction invalidate, modify, or stay the enforcement of any provisions of this Agreement, the affected provision will be invalidated, modified, or stayed as required by action of the legislative body, court, or regulatory agency. In such event, the Parties shall in good faith attempt to arrive at an agreement respecting the modifications to the Agreement required. If negotiations fail, disputes between the Parties concerning the interpretation of the actions required or provisions affected by such governmental actions may be resolved pursuant to any process available to the Parties under law, provided that the Parties may mutually agree to use the dispute resolution process provided for in this Agreement.

5. **Assignment**

- 5.1 Neither Party may assign, subcontract, or otherwise transfer its rights or obligations under this Agreement except under such terms and conditions as are mutually acceptable to the other Party and with such Party's prior written consent, which consent shall not be unreasonably withheld. Notwithstanding anything to the contrary, a Party may assign, subcontract or otherwise transfer its rights or obligations under this Agreement upon notice to the other Party, but without needing the other Party's consent, to a subsidiary, affiliate, or parent company, including any firm, corporation, or entity which the Party controls, is controlled by, or is under common control with, or has a majority interest in, or to any entity which succeeds to all or substantially all of its assets whether by merger, sale, or otherwise. Nothing in this Section is intended to impair the right of either Party to utilize subcontractors.
- 5.2 Each Party will notify the other in writing not less than 60 days in advance of anticipated assignment.

6. Assurance of Payment

- 6.1 ALLTEL, at its discretion may require SOUTHEAST to provide ALLTEL a security deposit to ensure payment of SOUTHEAST's account of not more than two months anticipated charges.
- 6.1.1 Such security deposit shall be an irrevocable Letter of Credit, or if proposed by South East Telephone and acceptable to ALLTEL, a bond cash deposit or other form of security acceptable to ALLTEL. Any such security deposit may be held during the continuance of the service as security for the payment of any and all amounts accruing for the service.
- 6.1.2 If a security deposit is required, such security deposit shall be made prior to the activation of service.
- 6.1.3 The fact that a security deposit has been provided in no way relieves SOUTHEAST from complying with ALLTEL's regulations as to advance payments and the prompt payment of bills on presentation nor does it constitute a waiver or modification of the regular practices of ALLTEL providing for the discontinuance of service for non-payment of any sums due ALLTEL.
- 6.1.4 ALLTEL reserves the right to increase the security deposit requirements when, in its reasonable judgment, circumstances so warrant and/or gross monthly billing has increased beyond the level initially used to determine the security deposit.
- 6.1.5 In the event that SOUTHEAST is in material breach of this Agreement, service to SOUTHEAST may be terminated by ALLTEL; in accordance with sections 49.1 and 49.2 any security deposits applied to its account and ALLTEL may pursue any other remedies available at law or equity.
- 6.1.6 In the case of a cash deposit, interest at a rate as set forth in the appropriate ALLTEL tariff shall be paid to SOUTHEAST during the possession of the security deposit by ALLTEL. Interest on a security deposit shall accrue annually and, if requested, shall be annually credited to SOUTHEAST by the accrual date.
- 6.2 Except as otherwise specifically provided elsewhere in this Agreement, the Parties will pay all rates and charges due and owing under this Agreement within thirty (30) days of the invoice date in immediately available funds. The Parties represent and covenant to each other that all invoices will be promptly processed and mailed in accordance with the Parties' regular procedures and billing systems.
- 6.2.1 If the payment due date falls on a Sunday or on a Holiday which is observed on a Monday, the payment due date shall be the first non-Holiday following such Sunday or Holiday. If the payment due date falls on a Saturday or on a Holiday which is observed on Tuesday, Wednesday, Thursday, or Friday, the payment due date shall be the last non-Holiday preceding such Saturday or Holiday. If payment is not received by the payment due date, a late penalty, as set forth in §8.3 below, will be assessed.
- 6.3 If the amount billed is received by the billing Party after the payment due date or if any portion of the payment is received by the billing Party in funds which are not immediately available to the billing Party, then a late payment charge will apply to the unpaid balance.

- 6.4 Except as otherwise specifically provided in this Agreement interest on overdue invoices will apply at the lesser of the highest interest rate (in decimal value) which may be levied by law for commercial transactions, compounded daily and applied for each month or portion thereof that an outstanding balance remains, or shall not exceed 0.000325 compounded daily and applied for each month or portion thereof that an outstanding balance remains.

7. **Audits**

- 7.1 Subject to each Party's reasonable security requirements and except as may be otherwise specifically provided in this Agreement, either Party may audit the other Party's relevant books, records and other documents pertaining to services provided under this Agreement once in each Contract Year solely for the purpose of evaluating the accuracy of the other Party's billing and invoicing. Such audit will take place at a time and place agreed on by the Parties no later than sixty (60) days after notice thereof.
- 7.1 7.2 The audit shall be performed by independent certified public accountants selected and paid by the Auditing Party. The accountants shall be reasonably acceptable to the Audited Party. Prior to commencing the audit, the accountants shall execute an agreement with the Audited Party in a form reasonably acceptable to the Audited Party that protects the confidentiality of the information disclosed by the Audited Party to the accountants. The audit shall take place at a time and place agreed upon by the Parties; provided, that the Auditing Party may require that the audit commence no later than sixty (60) days after the Auditing Party has given notice of the audit to the Audited Party.
- 7.3 Each Party shall cooperate fully in any such audit, providing reasonable access to any and all employees, books, records, documents, facilities and systems, reasonably necessary to assess the accuracy of the Audited Party's bills.
- 7.4 Audits shall be performed at the Auditing Party's expense, provided that there shall be no charge for reasonable access to the Audited Party's employees, books, records, documents, facilities and systems necessary to assess the accuracy of the Audited Party's bills.

8. **Authorization**

- 8.1 ALLTEL represents and warrants that it is a corporation duly organized, validly existing and in good standing under the laws of the Commonwealth of Kentucky and has full power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement.
- 8.2 SOUTHEAST represents and warrants that it is a corporation duly organized, validly existing and in good standing under the laws of the Commonwealth of Kentucky, and has full power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement.
- 8.3 SOUTHEAST Certification.

Notwithstanding any other provision of this Agreement, ALLTEL shall have no obligation to perform under this Agreement until such time as SOUTHEAST has obtained such FCC and Commission authorization as may be required by Applicable Law for conducting business in Kentucky. SOUTHEAST shall not place any orders under this Agreement until it has obtained such authorization. SOUTHEAST shall provide proof of such authorization to ALLTEL upon request.

9. **Billing and Payment; Disputed Amounts**

- 9.1 Except as otherwise provided in this Agreement, each Party shall submit to the other Party on a monthly basis in an itemized form, statement(s) of charges incurred by the other Party under this Agreement.
- 9.2 Except as otherwise specifically provided elsewhere in this Agreement, the Parties will pay all rates and charges due and owing under this Agreement within thirty (30) days of the invoice date in immediately available funds. The Parties represent and covenant to each other that all invoices will be promptly processed and mailed in accordance with the Parties' regular procedures and billing systems.
- 9.2 9.3 If any portion of an amount billed by a Party under this Agreement is subject to a good faith dispute between the Parties, the billed Party shall give notice to the billing Party of the amounts it disputes ("Disputed Amounts") and include in such notice the specific details and reasons for disputing each item. A Party may also dispute prospectively with a single notice a class of charges that it disputes. Notice of a dispute may be given by a Party at any time, either before or after an amount is paid, and a Party's payment of an amount shall not constitute a waiver of such Party's right to subsequently dispute its obligation to pay such amount or to seek a refund of any amount paid. The billed Party shall pay by the Due Date all undisputed amounts. Billing disputes shall be subject to the terms of Section 14, Dispute Resolution.
- 9.3 9.4 Charges due to the billing Party that are not paid by the Due Date, shall be subject to a late payment charge. The late payment charge shall be in an amount specified by the billing Party which shall not exceed a rate of one-and-one-half percent (1.5%) of the overdue amount (including any unpaid previously billed late payment charges) per month.
- 9.4 9.5 Although it is the intent of both Parties to submit timely statements of charges, failure by either Party to present statements to the other Party in a timely manner shall not constitute a breach or default, or a waiver of the right to payment of the incurred charges, by the billing Party under this Agreement, and, except for assertion of a provision of Applicable Law that limits the period in which a suit or other proceeding can be brought before a court or other governmental entity of appropriate jurisdiction to collect amounts due, the billed Party shall not be entitled to dispute the billing Party's statement(s) based on the billing Party's failure to submit them in a timely fashion.

10. **Confidentiality**

- 10.1 As used in this Section 10, "Confidential Information" means the following information that is disclosed by one Party ("Disclosing Party") to the other Party ("Receiving Party") in connection with, or anticipation of, this Agreement:
- 1.1.1 Books, records, documents and other information disclosed in an audit pursuant to Section 7;
- 1.1.2 Any forecasting information provided pursuant to this Agreement;
- 1.1.3 Customer Information (except to the extent that (a) the Customer information is published in a directory, (b) the Customer information is disclosed through or in the course of furnishing a Telecommunications Service, such as a Directory Assistance Service, Operator Service, Caller ID or similar service, or LIDB service, or (c) the Customer to whom the Customer Information is related has authorized the Receiving Party to use and/or disclose the Customer Information);
- 1.1.4 information related to specific facilities or equipment (including, but not limited to, cable and pair information);

- 1.1.5 any information that is in written, graphic, electromagnetic, or other tangible form, and marked at the time of disclosure as "Confidential" or "Proprietary;" and
- 1.1.6 any information that is communicated orally or visually and declared to the Receiving Party at the time of disclosure, and by written notice with a statement of the information given to the Receiving Party within ten (10) days after disclosure, to be "Confidential or "Proprietary".

Notwithstanding any other provision of this Agreement, a Party shall have the right to refuse to accept receipt of information which the other Party has identified as Confidential Information pursuant to Sections 1.1.5 or 1.1.6.

- 10.2 Except as otherwise provided in this Agreement, the Receiving Party shall:
 - 1.1.7 use the Confidential Information received from the Disclosing Party only in performance of this Agreement; and
 - 1.1.8 using the same degree of care that it uses with similar confidential information of its own (but in no case a degree of care that is less than commercially reasonable), hold Confidential Information received from the Disclosing Party in confidence and restrict disclosure of the Confidential Information solely to those of the Receiving Party's Affiliates and the directors, officers, employees, Agents and contractors of the Receiving Party and the Receiving Party's Affiliates, that have a need to receive such Confidential Information in order to perform the Receiving Party's obligations under this Agreement. The Receiving Party's Affiliates and the directors, officers, employees, Agents and contractors of the Receiving Party and the Receiving Party's Affiliates, shall be required by the Receiving Party to comply with the provisions of this Section 10 in the same manner as the Receiving Party. The Receiving Party shall be liable for any failure of the Receiving Party's Affiliates or the directors, officers, employees, Agents or contractors of the Receiving Party or the Receiving Party's Affiliates, to comply with the provisions of this Section 10.
- 10.3 The Receiving Party shall return or destroy all Confidential Information received from the Disclosing Party, including any copies made by the Receiving Party, within thirty (30) days after a written request by the Disclosing Party is delivered to the Receiving Party, except for (a) Confidential Information that the Receiving Party reasonably requires to perform its obligations under this Agreement, and (b) one copy for archival purposes only.
- 10.4 Unless otherwise agreed, the obligations of Sections 10.2 and 10.3 do not apply to information that:
 - 1.1.9 was, at the time of receipt, already in the possession of or known to the Receiving Party free of any obligation of confidentiality and restriction on use;
 - 1.1.10 is or becomes publicly available or known through no wrongful act of the Receiving Party, the Receiving Party's Affiliates, or the directors, officers, employees, Agents or contractors of the Receiving Party or the Receiving Party's Affiliates;
 - 1.1.11 is rightfully received from a third person having no direct or indirect obligation of confidentiality or restriction on use to the Disclosing Party with respect to such information;

- 1.1.12 is independently developed by the Receiving Party;
 - 1.1.13 is approved for disclosure or use by written authorization of the Disclosing Party (including, but not limited to, in this Agreement); or
 - 1.1.14 is required to be disclosed by the Receiving Party pursuant to Applicable Law, provided that the Receiving Party shall have made commercially reasonable efforts to give adequate notice of the requirement to the Disclosing Party in order to enable the Disclosing Party to seek protective arrangements.
- 10.5 Notwithstanding the provisions of Sections 10.1 through 10.4, the Receiving Party may use and disclose Confidential Information received from the Disclosing Party to the extent necessary to enforce the Receiving Party's rights under this Agreement or Applicable Law. In making any such disclosure, the Receiving Party shall make reasonable efforts to preserve the confidentiality and restrict the use of the Confidential Information while it is in the possession of any person to whom it is disclosed, including, but not limited to, by requesting any governmental entity to whom the Confidential Information is disclosed to treat it as confidential and restrict its use to purposes related to the proceeding pending before it.
- 10.6 The Disclosing Party shall retain all of the Disclosing Party's right, title and interest in any Confidential Information disclosed by the Disclosing Party to the Receiving Party. Except as otherwise expressly provided in this Agreement, no license is granted by this Agreement with respect to any Confidential Information (including, but not limited to, under any patent, trademark or copyright), nor is any such license to be implied solely by virtue of the disclosure of Confidential Information.
- 10.7 The provisions of this Section 10 shall be in addition to and not in derogation of any provisions of Applicable Law, including, but not limited to, 47 U.S.C. § 222, and are not intended to constitute a waiver by a Party of any right with regard to the use, or protection of the confidentiality of, CPNI provided by Applicable Law.
- 10.8 Each Party's obligations under this Section 10 shall survive expiration, cancellation or termination of this Agreement.

11. Counterparts

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

12. Default

If either Party ("Defaulting Party") fails to make a payment required by this Agreement (including, but not limited to, any payment required by Section 9.2 of undisputed amounts to the billing Party) or materially breaches any other material provision of this Agreement, and such failure or breach continues for thirty (30) days after written notice thereof from the other Party, the other Party may, by written notice to the Defaulting Party, (a) suspend the provision of any or all Services hereunder, or (b) cancel this Agreement and terminate the provision of all Services hereunder.

13. Discontinuance of Service by SOUTHEAST

- 13.1 If SOUTHEAST proposes to discontinue, or actually discontinues, its provision of service to all or substantially all of its Customers, whether voluntarily, as a result of bankruptcy, or for any other reason, SOUTHEAST shall send written notice of such discontinuance to ALLTEL, the Commission, and each of SOUTHEAST's Customers. SOUTHEAST shall provide such notice such number of days in advance of

discontinuance of its service as shall be required by Applicable Law. Unless the period for advance notice of discontinuance of service required by Applicable Law is more than thirty (30) days, to the extent commercially feasible, SOUTHEAST shall send such notice at least thirty (30) days prior to its discontinuance of service.

- 13.2 Such notice must advise each SOUTHEAST Customer that unless action is taken by the SOUTHEAST Customer to switch to a different carrier prior to SOUTHEAST's proposed discontinuance of service, the SOUTHEAST Customer will be without the service provided by SOUTHEAST to the SOUTHEAST Customer.
- 13.3 Should a SOUTHEAST Customer subsequently become a ALLTEL Customer, SOUTHEAST shall provide ALLTEL with all information necessary for ALLTEL to establish service for the SOUTHEAST Customer, including, but not limited to, the SOUTHEAST Customer's billed name, listed name, service address, and billing address, and the services being provided to the SOUTHEAST Customer.
- 13.4 Nothing in this Section 13 shall limit ALLTEL's right to cancel or terminate this Agreement or suspend provision of Services under this Agreement.

14. Dispute Resolution

- 14.1 Except as otherwise provided in this Agreement, any dispute between the Parties regarding the interpretation or enforcement of this Agreement or any of its terms shall be addressed by good faith negotiation between the Parties. To initiate such negotiation, a Party must provide to the other Party written notice of the dispute that includes both a detailed description of the dispute or alleged nonperformance and the name of an individual who will serve as the initiating Party's representative in the negotiation. The other Party shall have ten Business Days to designate its own representative in the negotiation. The Parties' representatives shall meet at least once within 45 days after the date of the initiating Party's written notice in an attempt to reach a good faith resolution of the dispute. Upon agreement, the Parties' representatives may utilize other alternative dispute resolution procedures such as private mediation to assist in the negotiations.
- 14.2 If the Parties have been unable to resolve the dispute within 45 days of the date of the initiating Party's written notice, either Party may pursue any remedies available to it under this Agreement, at law, in equity, or otherwise, including, but not limited to, instituting an appropriate proceeding before the Commission, the FCC, or a court of competent jurisdiction.

15. Force Majeure

- 15.1 Neither Party shall be responsible for any delay or failure in performance which results from causes beyond its reasonable control ("Force Majeure Events"), whether or not foreseeable by such Party. Such Force Majeure Events include, but are not limited to, adverse weather conditions, flood, fire, explosion, earthquake, volcanic action, power failure, embargo, boycott, war, revolution, civil commotion, act of public enemies, inability to obtain equipment, parts, software or repairs thereof, acts or omissions of the other Party, and acts of God.
- 15.2 If a Force Majeure Event occurs, the non-performing Party shall give prompt notification of its inability to perform to the other Party. During the period that the non-performing Party is unable to perform, the other Party shall also be excused from performance of its obligations to the extent such obligations are reciprocal to, or depend upon, the performance of the non-performing Party that has been prevented by the Force Majeure Event. The non-performing Party shall use commercially reasonable efforts to avoid or remove the cause(s) of its non-performance and both Parties shall proceed to perform once the cause(s) are removed or cease.

15.3 Notwithstanding the provisions of Sections 15.1 and 15.2, in no case shall a Force Majeure Event excuse either Party from an obligation to pay money as required by this Agreement.

15.4 In the event of any labor unrest (including, but not limited to, strikes, work stoppages, slowdowns, picketing or boycotts) that affects ALLTEL's provision of service to SouthEast Telephone or its customers, ALLTEL shall not be required to provision any service at a higher level of quality than that which it provides to its own customers in the SouthEast Telephone service area. ALLTEL shall be required to provide service to SouthEast Telephone that is comparable to that it provides in connection with its provision of service to its own end user customers in the SouthEast Telephone service area.

16. Forecasts

In addition to any other forecasts required by this Agreement, upon request by ALLTEL, SOUTHEAST shall provide to ALLTEL forecasts regarding the Services that SOUTHEAST expects to purchase from ALLTEL, including, but not limited to, forecasts regarding the types and volumes of Services that SOUTHEAST expects to purchase and the locations where such Services will be purchased.

17. Fraud

The Parties agree to cooperate with one another to investigate, minimize, and take corrective action in cases of fraud. The Parties' fraud minimization procedures are to be cost-effective and implemented so as not to unduly burden or harm one Party as compared to the other Party.

17.1 In cases of suspected fraudulent activity by an end user, at a minimum, the cooperation referenced in the above paragraph will include providing to the other Party, upon request, information concerning end users who terminate services to that Party without paying all outstanding charges. The Party seeking such information is responsible for securing the end user's permission to obtain such information.

18. Good Faith Performance

The Parties shall act in good faith in their performance of this Agreement. Except as otherwise expressly stated in this Agreement (including, but not limited to, where consent, approval, agreement or a similar action is stated to be within a Party's sole discretion), where consent, approval, mutual agreement or a similar action is required by any provision of this Agreement, such action shall not be unreasonably withheld, conditioned or delayed.

19. Headings

The headings used in the Principal Document are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning of the Principal Document.

20. Indemnification

20.1 Each Party ("Indemnifying Party") shall indemnify, defend and hold harmless the other Party ("Indemnified Party"), the Indemnified Party's Affiliates, and the directors, officers and employees of the Indemnified Party and the Indemnified Party's Affiliates, from and against any and all Claims that arise out of bodily injury to or death of any person, or damage to, or destruction or loss of, tangible real and/or personal property of any person, to the extent such injury, death, damage, destruction or loss, was proximately caused by the grossly negligent or intentionally wrongful acts or omissions of the Indemnifying Party, the Indemnifying Party's Affiliates, or the directors, officers, employees, Agents or

contractors (excluding the Indemnified Party) of the Indemnifying Party or the Indemnifying Party's Affiliates, in connection with this Agreement.

20.2 Indemnification Process.

- 1.1.15 As used in this Section 20, "Indemnified Person" means a person whom an Indemnifying Party is obligated to indemnify, defend and/or hold harmless under Section 20.1.
- 1.1.16 An Indemnifying Party's obligations under Section 20.1 shall be conditioned upon the following:
- 1.1.17 The Indemnified Person: (a) shall give the Indemnifying Party notice of the Claim promptly after becoming aware thereof (including a statement of facts known to the Indemnified Person related to the Claim and an estimate of the amount thereof); (b) prior to taking any material action with respect to a Third Party Claim, shall consult with the Indemnifying Party as to the procedure to be followed in defending, settling, or compromising the Claim; (c) shall not consent to any settlement or compromise of a Third Party Claim without the written consent of the Indemnifying Party; (d) shall permit the Indemnifying Party to assume the defense of a Third Party Claim (including, except as provided below, the compromise or settlement thereof) at the Indemnifying Party's own cost and expense, provided, however, that the Indemnified Person shall have the right to approve the Indemnifying Party's choice of legal counsel.
- 1.1.18 If the Indemnified Person fails to comply with Section 1.1.17 with respect to a Claim, to the extent such failure shall have a material adverse effect upon the Indemnifying Party, the Indemnifying Party shall be relieved of its obligation to indemnify, defend and hold harmless the Indemnified Person with respect to such Claim under this Agreement.
- 1.1.19 Subject to 1.1.20 and 1.1.21, below, the Indemnifying Party shall have the authority to defend and settle any Third Party Claim.
- 1.1.20 With respect to any Third Party Claim, the Indemnified Person shall be entitled to participate with the Indemnifying Party in the defense of the Claim if the Claim requests equitable relief or other relief that could affect the rights of the Indemnified Person. In so participating, the Indemnified Person shall be entitled to employ separate counsel for the defense at the Indemnified Person's expense. The Indemnified Person shall also be entitled to participate, at its own expense, in the defense of any Claim, as to any portion of the Claim as to which it is not entitled to be indemnified, defended and held harmless by the Indemnifying Party.
- 1.1.21 In no event shall the Indemnifying Party settle a Third Party Claim or consent to any judgment with regard to a Third Party Claim without the prior written consent of the Indemnified Party, which shall not be unreasonably withheld, conditioned or delayed. In the event the settlement or judgment requires a contribution from or affects the rights of an Indemnified Person, the Indemnified Person shall have the right to refuse such settlement or judgment with respect to itself and, at its own cost and expense, take over the defense against the Third Party Claim, provided that in such event the Indemnifying Party shall not be responsible for, nor shall it be obligated to indemnify or hold harmless the Indemnified Person against, the Third Party Claim for any amount in excess of such refused settlement or judgment.

- 1.1.22 The Indemnified Person shall, in all cases, assert any and all provisions in applicable Tariffs and Customer contracts that limit liability to third persons as a bar to, or limitation on, any recovery by a third-person claimant.
- 1.1.23 The Indemnifying Party and the Indemnified Person shall offer each other all reasonable cooperation and assistance in the defense of any Third Party Claim.
- 20.3 Each Party agrees that it will not implead or bring any action against the other Party, the other Party's Affiliates, or any of the directors, officers or employees of the other Party or the other Party's Affiliates, based on any claim by any person for personal injury or death that occurs in the course or scope of employment of such person by the other Party or the other Party's Affiliate and that arises out of performance of this Agreement.
- 20.4 Each Party's obligations under this Section 20 shall survive expiration, cancellation or termination of this Agreement.

21. Insurance

- 21.1 SOUTHEAST shall maintain during the term of this Agreement and for a period of two years thereafter all insurance and/or bonds required to satisfy its obligations under this Agreement (including, but not limited to, its obligations set forth in Section 20 hereof) and all insurance and/or bonds required by Applicable Law. The insurance and/or bonds shall be obtained from an insurer having an A.M. Best insurance rating of at least A-, financial size category VII or greater. At a minimum and without limiting the foregoing undertaking, SOUTHEAST shall maintain the following insurance:
 - 1.1.24 Commercial General Liability Insurance, on an occurrence basis, including but not limited to, premises-operations, broad form property damage, products/completed operations, contractual liability, independent contractors, and personal injury, with limits of at least \$1,000,000 combined single limit for each occurrence.
 - 1.1.25 Commercial Motor Vehicle Liability Insurance covering all owned, hired and non-owned vehicles, with limits of at least \$1,000,000 combined single limit for each occurrence.
 - 1.1.26 Excess Liability Insurance, in the umbrella form, with limits of at least \$2,000,000 combined single limit for each occurrence.
 - 1.1.27 Worker's Compensation Insurance as required by Applicable Law and Employer's Liability Insurance with limits of not less than \$500,000 per occurrence.
 - 1.1.28 All risk property insurance on a full replacement cost basis for all of SOUTHEAST's real and personal property located at any Collocation site or otherwise located on or in any ALLTEL premises (whether owned, leased or otherwise occupied by ALLTEL), facility, equipment or right-of-way.
- 21.2 Any deductibles, self-insured retentions or loss limits ("Retentions") for the foregoing insurance must be disclosed on the certificates of insurance to be provided to ALLTEL pursuant to Sections 21.4 and 21.5, and ALLTEL reserves the right to reject any such Retentions in its reasonable discretion. All Retentions shall be the responsibility of SOUTHEAST.
- 21.3 SOUTHEAST shall name ALLTEL and ALLTEL's Affiliates as additional insureds on the foregoing liability insurance.

- 21.4 SOUTHEAST shall, within two (2) weeks of the Effective Date hereof at the time of each renewal of, or material change in, SOUTHEAST's insurance policies, and at such other times as ALLTEL may reasonably specify, furnish certificates or other proof of the foregoing insurance reasonably acceptable to ALLTEL. The certificates or other proof of the foregoing insurance shall be sent to:

ALLTEL Communications, Inc.
Wholesale Services
One Allied Drive – B4F4NC
Little Rock, Arkansas 72203

- 21.5 SOUTHEAST shall require its contractors, if any, that may enter upon the premises or access the facilities or equipment of ALLTEL or ALLTEL's affiliates to maintain insurance in accordance with Sections 21.1 through 21.3 and, if requested, to furnish ALLTEL certificates or other adequate proof of such insurance acceptable to ALLTEL in accordance with Section 21.4
- 21.6 If SOUTHEAST or SOUTHEAST's contractors fail to maintain insurance as required in Sections 21.1 through 21.5, above, ALLTEL may (but shall not be obligated to) purchase such insurance and SOUTHEAST shall reimburse ALLTEL for the cost of the insurance.
- 21.7 Certificates furnished by SOUTHEAST or SOUTHEAST's contractors shall contain a clause stating: "Kentucky ALLTEL, Inc. shall be notified in writing at least thirty (30) days prior to cancellation of, or any material change in, the insurance."

22. Intellectual Property

- 22.1 Except as expressly stated in this Agreement, this Agreement shall not be construed as granting a license with respect to any patent, copyright, trade name, trademark, service mark, trade secret or any other intellectual property, now or hereafter owned, controlled or licensable by either Party. Except as expressly stated in this Agreement, neither Party may use any patent, copyrightable materials, trademark, trade name, trade secret or other intellectual property right, of the other Party except in accordance with the terms of a separate license agreement between the Parties granting such rights.
- 22.2 Except as stated in Section 22.4, neither Party shall have any obligation to defend, indemnify or hold harmless, or acquire any license or right for the benefit of, or owe any other obligation or have any liability to, the other Party or its Affiliates or Customers based on or arising from any Third Party Claim alleging or asserting that the provision or use of any service, facility, arrangement, or software by either Party under this Agreement, or the performance of any service or method, either alone or in combination with the other Party, constitutes direct, vicarious or contributory infringement or inducement to infringe, or misuse or misappropriation of any patent, copyright, trademark, trade secret, or any other proprietary or intellectual property right of any Party or third person. Each Party, however, shall offer to the other reasonable cooperation and assistance in the defense of any such claim.
- 22.3 NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE PARTIES AGREE THAT NEITHER PARTY HAS MADE, AND THAT THERE DOES NOT EXIST, ANY WARRANTY, EXPRESS OR IMPLIED, THAT THE USE BY EACH PARTY OF THE OTHER'S SERVICES PROVIDED UNDER THIS AGREEMENT SHALL NOT GIVE RISE TO A CLAIM OF INFRINGEMENT, MISUSE, OR MISAPPROPRIATION OF ANY INTELLECTUAL PROPERTY RIGHT.
- 22.4 SOUTHEAST agrees that the Services provided by ALLTEL hereunder shall be subject to the terms, conditions and restrictions contained in any applicable agreements

(including, but not limited to software or other intellectual property license agreements) between ALLTEL and ALLTEL's vendors. ALLTEL agrees to advise SOUTHEAST, directly or through a third party, of any such terms, conditions or restrictions that may limit any SOUTHEAST use of a Service provided by ALLTEL that is otherwise permitted by this Agreement. At SOUTHEAST's written request, to the extent required by Applicable Law, ALLTEL will use ALLTEL's best efforts, as commercially practicable, to obtain intellectual property rights from ALLTEL's vendor to allow SOUTHEAST to use the Service in the same manner as ALLTEL that are coextensive with ALLTEL's intellectual property rights, on terms and conditions that are equal in quality to the terms and conditions under which ALLTEL has obtained ALLTEL's intellectual property rights. SOUTHEAST shall reimburse ALLTEL for the cost of obtaining such rights.

23. Joint Work Product

The Principal Document is the joint work product of the Parties, has been negotiated by the Parties, and shall be fairly interpreted in accordance with its terms. In the event of any ambiguities, no inferences shall be drawn against either Party.

24. Law Enforcement

- 24.1 Each Party may cooperate with law enforcement authorities and national security authorities to the full extent required or permitted by Applicable Law in matters related to Services provided by it under this Agreement, including, but not limited to, the production of records, the establishment of new lines or the installation of new services on an existing line in order to support law enforcement and/or national security operations, and, the installation of wiretaps, trap-and-trace facilities and equipment, and dialed number recording facilities and equipment.
- 24.2 A Party shall not have the obligation to inform the other Party or the Customers of the other Party of actions taken in cooperating with law enforcement or national security authorities, except to the extent required by Applicable Law.
- 24.3 Where a law enforcement or national security request relates to the establishment of lines (including, but not limited to, lines established to support interception of communications on other lines), or the installation of other services, facilities or arrangements, a Party may act to prevent the other Party from obtaining access to information concerning such lines, services, facilities and arrangements, through operations support system interfaces.

25. Liability

- 25.1 As used in this Section 25, "Service Failure" means a failure to comply with a direction to install, restore or terminate Services under this Agreement, a failure to provide Services under this Agreement, and failures, mistakes, omissions, interruptions, delays, errors, defects or the like, occurring in the course of the provision of any Services under this Agreement.
- 25.2 Except as otherwise stated in Section 25.5, the liability, if any, of a Party, a Party's Affiliates, and the directors, officers and employees of a Party and a Party's Affiliates, to the other Party, the other Party's Customers, and to any other person, for Claims arising out of a Service Failure shall not exceed an amount equal to the pro rata applicable monthly charge for the Services that are subject to the Service Failure for the period in which such Service Failure occurs.
- 25.3 Except as otherwise stated in Section 25.5, a Party, a Party's Affiliates, and the directors, officers and employees of a Party and a Party's Affiliates, shall not be liable to the other Party, the other Party's Customers, or to any other person, in connection with this

Agreement (including, but not limited to, in connection with a Service Failure or any breach, delay or failure in performance, of this Agreement) for special, indirect, incidental, consequential, reliance, exemplary, punitive, or like damages, including, but not limited to, damages for lost revenues, profits or savings, or other commercial or economic loss, even if the person whose liability is excluded by this Section has been advised of the possibility of such damages.

- 25.4 The limitations and exclusions of liability stated in Sections 25.1 through 25.3 shall apply regardless of the form of a claim or action, whether statutory, in contract, warranty, strict liability, tort (including, but not limited to, negligence of a Party), or otherwise.
- 25.5 Nothing contained in Sections 25.1 through 25.4 shall exclude or limit liability:
- 1.1.29 under Sections 20, Indemnification, or 41, Taxes.
 - 1.1.30 for any obligation to indemnify, defend and/or hold harmless that a Party may have under this Agreement.
 - 1.1.31 for damages arising out of or resulting from bodily injury to or death of any person, or damage to, or destruction or loss of, tangible real and/or personal property of any person, or Toxic or Hazardous Substances, to the extent such damages are otherwise recoverable under Applicable Law;
 - 1.1.32 for a claim for infringement of any patent, copyright, trade name, trade mark, service mark, or other intellectual property interest;
 - 1.1.33 under Section 258 of the Act or any order of FCC or the Commission implementing Section 258; or
 - 1.1.34 under the financial incentive or remedy provisions of any service quality plan required by the FCC or the Commission.
- 25.6 In the event that the liability of a Party, a Party's Affiliate, or a director, officer or employee of a Party or a Party's Affiliate, is limited and/or excluded under both this Section 25 and a provision of an applicable Tariff, the liability of the Party or other person shall be limited to the smaller of the amounts for which such Party or other person would be liable under this Section or the Tariff provision.
- 25.7 Each Party shall, in its tariffs and other contracts with its Customers, provide that in no case shall the other Party, the other Party's Affiliates, or the directors, officers or employees of the other Party or the other Party's Affiliates, be liable to such Customers or other third-persons for any special, indirect, incidental, consequential, reliance, exemplary, punitive or other damages, arising out of a Service Failure.

26. Network Management

- 26.1 Cooperation. The Parties will work cooperatively in a commercially reasonable manner to install and maintain a reliable network. SOUTHEAST and ALLTEL will exchange appropriate information (e.g., network information, maintenance contact numbers, escalation procedures, and information required to comply with requirements of law enforcement and national security agencies) to achieve this desired reliability. In addition, the Parties will work cooperatively in a commercially reasonable manner to apply sound network management principles to alleviate or to prevent traffic congestion and subject to Section 17, to minimize fraud associated with third number billed calls, calling card calls, and other services related to this Agreement.
- 26.2 Responsibility for Following Standards. Each Party recognizes a responsibility to follow the standards that may be agreed to between the Parties and to employ characteristics and

methods of operation that will not interfere with or impair the service, network or facilities of the other Party or any third parties connected with or involved directly in the network or facilities of the other.

- 26.3 **Interference or Impairment.** If a Party ("Impaired Party") reasonably determines that the services, network, facilities, or methods of operation, of the other Party ("Interfering Party") will or are likely to interfere with or impair the Impaired Party's provision of services or the operation of the Impaired Party's network or facilities, the Impaired Party may interrupt or suspend any Service provided to the Interfering Party to the extent necessary to prevent such interference or impairment, subject to the following:

1.1.35 Except in emergency situations (e.g., situations involving a risk of bodily injury to persons or damage to tangible property, or an interruption in Customer service) or as otherwise provided in this Agreement, the Impaired Party shall have given the Interfering Party at least ten (10) days' prior written notice of the interference or impairment or potential interference or impairment and the need to correct the condition within said time period; and,

1.1.36 Upon correction of the interference or impairment, the Impaired Party will promptly restore the interrupted or suspended Service. The Impaired Party shall not be obligated to provide an out-of-service credit allowance or other compensation to the Interfering Party in connection with the suspended Service.

- 26.4 **Outage Repair Standard.** In the event of an outage or trouble in any Service being provided by a Party hereunder, the Providing Party will follow ALLTEL's standard procedures for isolating and clearing the outage or trouble.

27. Non-Exclusive Remedies

Except as otherwise expressly provided in this Agreement, each of the remedies provided under this Agreement is cumulative and is in addition to any other remedies that may be available under this Agreement or at law or in equity.

28. Notice of Network Changes

If a Party makes a change in the information necessary for the transmission and routing of services using that Party's facilities or network, or any other change in its facilities or network that will materially affect the interoperability of its facilities or network with the other Party's facilities or network, the Party making the change shall publish notice of the change at least ninety (90) days in advance of such change, and shall use reasonable efforts, as commercially practicable, to publish such notice at least one hundred eighty (180) days in advance of the change; provided, however, that if an earlier publication of notice of a change is required by Applicable Law (including, but not limited to, 47 CFR 51.325 through 51.335) notice shall be given at the time required by Applicable Law.

29. Notices

- 29.1 Except as otherwise provided in this Agreement, notices given by one Party to the other Party under this Agreement:

1.1.37 shall be in writing;

1.1.38 shall be delivered (a) personally, (b) by express delivery service with next Business Day delivery, (c) by First Class, certified or registered U.S. mail, postage prepaid, or (d) by facsimile telecopy, with a copy delivered in accordance with (a), (b) or (c), preceding; and

1.1.39 shall be delivered to the following addresses of the Parties:

To SOUTHEAST:

To ALLTEL:

ALLTEL Communications, Inc.
Staff Manager – Wholesale Services
One Allied Drive – B4F4NC
Little Rock, AR 72203
Facsimile Number: 501-905-8813
Email Address: aci.wholesale.services@ALLTEL.com

with a copy to:

Vice President Legal
ALLTEL Communications, Inc.
One Allied Drive
Little Rock, AR 72203

or to such other address as either Party shall designate by proper notice.

Notices will be deemed given as of the earlier of (a) where there is personal delivery of the notice, the date of actual receipt, (b) where the notice is sent via express delivery service for next Business Day delivery, the next Business Day after the notice is sent, (c) where the notice is sent via First Class U.S. Mail, three (3) Business Days after mailing, (d) where notice is sent via certified or registered U.S. mail, the date of receipt shown on the Postal Service receipt, and (e) where the notice is sent via facsimile telecopy, if the notice is sent on a Business Day and before 5 PM. in the time zone where it is received, on the date set forth on the telecopy confirmation, or if the notice is sent on a non-Business Day or if the notice is sent after 5 PM in the time zone where it is received, the next Business Day after the date set forth on the telecopy confirmation .

30. Ordering and Maintenance

SOUTHEAST shall use ALLTEL's electronic Operations Support System access platforms to submit Orders and requests for maintenance and repair of Services, and to engage in other pre-ordering, ordering, provisioning, maintenance and repair transactions. If ALLTEL has not yet deployed an electronic capability for SOUTHEAST to perform a pre-ordering, ordering, provisioning, maintenance or repair, transaction offered by ALLTEL, SOUTHEAST shall use such other processes as ALLTEL has made available for performing such transaction (including, but not limited, to submission of Orders by telephonic facsimile transmission and placing trouble reports by voice telephone transmission).

31. Performance Standards

- 31.1 ALLTEL shall provide Services under this Agreement in accordance with the performance standards required by Applicable Law, including, but not limited to, Section 251(c) of the Act.
- 31.2 SOUTHEAST shall provide Services under this Agreement in accordance with the performance standards required by Applicable Law.

32. Point of Contact for SOUTHEAST Customers

32.1 SOUTHEAST shall establish telephone numbers and mailing addresses at which SOUTHEAST Customers may communicate with SOUTHEAST and shall advise SOUTHEAST Customers of these telephone numbers and mailing addresses.

32.2 Except as otherwise agreed to by ALLTEL, ALLTEL shall have no obligation, and may decline, to accept a communication from a SOUTHEAST customer, including, but not limited to, a SOUTHEAST Customer request for repair or maintenance of a ALLTEL Service provided to SOUTHEAST.

33. Predecessor Agreements

33.1 Except as stated in Section 1.1.40 or as otherwise agreed in writing by the Parties:

1.1.40 any prior interconnection or resale agreement between the Parties for the Commonwealth of Kentucky pursuant to Section 252 of the Act and in effect immediately prior to the Effective Date is hereby terminated; and

1.1.41 any Services that were purchased by one Party from the other Party under a prior interconnection or resale agreement between the Parties for the Commonwealth of Kentucky pursuant to Section 252 of the Act and in effect immediately prior to the Effective Date, shall as of the Effective Date be subject to and purchased under this Agreement.

33.2 Except as otherwise agreed in writing by the Parties, if a Service purchased by a Party under a prior interconnection or resale agreement between the Parties pursuant to Section 252 of the Act was subject to a contractual commitment that it would be purchased for a period of longer than one month, and such period had not yet expired as of the Effective Date and the Service had not been terminated prior to the Effective Date, to the extent not inconsistent with this Agreement, such commitment shall remain in effect and the Service will be purchased under this Agreement; provided, that if this Agreement would materially alter the terms of the commitment, either Party may elect to cancel the commitment.

33.3 If either Party elects to cancel the commitment pursuant to the proviso in Section 1.1.40, the Purchasing Party shall not be liable for any termination charge that would otherwise have applied. However, if the commitment was cancelled by the Purchasing Party, the Providing Party shall be entitled to payment from the Purchasing Party of the difference between the price of the Service that was actually paid by the Purchasing Party under the commitment and the price of the Service that would have applied if the commitment had been to purchase the Service only until the time that the commitment was cancelled.

34. Publicity and Use of Trademarks or Service Marks

34.1 A Party, its Affiliates, and their respective contractors and Agents, shall not use the other Party's trademarks, service marks, logos or other proprietary trade dress, in connection with the sale of products or services, or in any advertising, press releases, publicity matters or other promotional materials, unless the other Party has given its written consent for such use, which consent the other Party may grant or withhold in its sole discretion.

34.2 Neither Party may imply any direct or indirect affiliation with or sponsorship or endorsement of it or its services or products by the other Party.

34.3 Any violation of this Section 34 shall be considered a material breach of this Agreement.

35. References

- 35.1 All references to Sections, Appendices and Exhibits shall be deemed to be references to Sections, Appendices and Exhibits of this Agreement unless the context shall otherwise require.
- 35.2 Unless the context shall otherwise require, any reference to a Tariff, agreement, technical or other document (including ALLTEL or third party guides, practices or handbooks), or provision of Applicable Law, is to such Tariff, agreement, document, or provision of Applicable Law, as amended and supplemented from time to time (and, in the case of a Tariff or provision of Applicable Law, to any successor Tariff or provision).

36. Relationship of the Parties

- 36.1 The relationship of the Parties under this Agreement shall be that of independent contractors and nothing herein shall be construed as creating any other relationship between the Parties.
- 36.2 Nothing contained in this Agreement shall make either Party the employee of the other, create a partnership, joint venture, or other similar relationship between the Parties, or grant to either Party a franchise, distributorship or similar interest.
- 36.3 Except for provisions herein expressly authorizing a Party to act for another Party, nothing in this Agreement shall constitute a Party as a legal representative or Agent of the other Party, nor shall a Party have the right or authority to assume, create or incur any liability or any obligation of any kind, express or implied, against, in the name or on behalf of the other Party unless otherwise expressly permitted by such other Party in writing, which permission may be granted or withheld by the other Party in its sole discretion.
- 36.4 Each Party shall have sole authority and responsibility to hire, fire, compensate, supervise, and otherwise control its employees, Agents and contractors. Each Party shall be solely responsible for payment of any Social Security or other taxes that it is required by Applicable Law to pay in conjunction with its employees, Agents and contractors, and for withholding and remitting to the applicable taxing authorities any taxes that it is required by Applicable Law to collect from its employees.
- 36.5 Except as otherwise expressly provided in this Agreement, no Party undertakes to perform any obligation of the other Party, whether regulatory or contractual, or to assume any responsibility for the management of the other Party's business.
- 36.6 The relationship of the Parties under this Agreement is a non-exclusive relationship.

37. Reservation of Rights

- 37.1 Notwithstanding anything to the contrary in this Agreement, neither Party waives, and each Party hereby expressly reserves, its rights: (a) to appeal or otherwise seek the reversal of and changes in any arbitration decision associated with this Agreement; (b) to challenge the lawfulness of this Agreement and any provision of this Agreement; (c) to seek changes in this Agreement (including, but not limited to, changes in rates, charges and the Services that must be offered) through changes in Applicable Law; and, (d) to challenge the lawfulness and propriety of, and to seek to change, any Applicable Law, including, but not limited to any rule, regulation, order or decision of the Commission, the FCC, or a court of applicable jurisdiction. Nothing in this Agreement shall be deemed to limit or prejudice any position a Party has taken or may take before the Commission, the FCC, any other state or federal regulatory or legislative bodies, courts of applicable jurisdiction, or industry fora. The provisions of this Section shall survive the expiration, cancellation or termination of this Agreement.

37.2 SOUTHEAST acknowledges SOUTHEAST has been advised by ALLTEL that it is ALLTEL's position that:

1.1.42 This Agreement contains certain provisions which are intended to reflect Applicable Law and Commission and/or FCC arbitration decisions.

38. **Subcontractors**

A Party may use a contractor of the Party (including, but not limited to, an Affiliate of the Party) to perform the Party's obligations under this Agreement; provided, that a Party's use of a contractor shall not release the Party from any duty or liability to fulfill the Party's obligations under this Agreement.

39. **Successors and Assigns**

This Agreement shall be binding on and inure to the benefit of the Parties and their respective legal successors and permitted assigns.

40. **Survival**

The rights, liabilities and obligations of a Party for acts or omissions occurring prior to the expiration, cancellation or termination of this Agreement, the rights, liabilities and obligations of a Party under any provision of this Agreement regarding confidential information (including but not limited to, Section 10, indemnification or defense (including, but not limited to, Section 20, or limitation or exclusion of liability (including, but not limited to, Section 25, and the rights, liabilities and obligations of a Party under any provision of this Agreement which by its terms or nature is intended to continue beyond or to be performed after the expiration, cancellation or termination of this Agreement, shall survive the expiration, cancellation or termination of this Agreement.

41. **Taxes**

41.1 In General. With respect to any purchase hereunder of Services, if any federal, state or local tax, fee, surcharge or other tax-like charge (a "Tax") is required or permitted by Applicable Law or a Tariff to be collected from the Purchasing Party by the Providing Party, then (a) the Providing Party shall properly bill the Purchasing Party for such Tax, (b) the Purchasing Party shall timely remit such Tax to the Providing Party and (c) the Providing Party shall timely remit such collected Tax to the applicable taxing authority.

41.2 Taxes Imposed on the Providing Party. With respect to any purchase hereunder of Services, if any federal, state or local Tax is imposed by Applicable Law on the receipts of the Providing Party, and such Applicable Law permits the Providing Party to exclude certain receipts received from sales for resale to a public utility, distributor, telephone company, local exchange carrier, telecommunications company or other communications company ("Telecommunications Company"), such exclusion being based solely on the fact that the Purchasing Party is also subject to a tax based upon receipts ("Receipts Tax"), then the Purchasing Party (a) shall provide the Providing Party with notice in writing in accordance with Section 41.6 of this Agreement of its intent to pay the Receipts Tax and (b) shall timely pay the Receipts Tax to the applicable tax authority.

41.3 Taxes Imposed on Customers. With respect to any purchase hereunder of Services that are resold to a third party, if any federal, state or local Tax is imposed by Applicable Law on the subscriber, end-user, Customer or ultimate consumer ("Subscriber") in connection with any such purchase, which a Telecommunications Company is required to impose and/or collect from a Subscriber, then the Purchasing Party (a) shall be required to impose and/or collect such Tax from the Subscriber and (b) shall timely remit such Tax to the applicable taxing authority.

- 41.4 **Liability for Uncollected Tax, Interest and Penalty.** If the Providing Party has not received an exemption certificate from the Purchasing Party and the Providing Party fails to bill the Purchasing Party for any Tax as required by Section 41.1, then, as between the Providing Party and the Purchasing Party, (a) the Purchasing Party shall remain liable for such unbilled Tax and (b) the Providing Party shall be liable for any interest assessed thereon and any penalty assessed with respect to such unbilled Tax by such authority. If the Providing Party properly bills the Purchasing Party for any Tax but the Purchasing Party fails to remit such Tax to the Providing Party as required by Section 41.1, then, as between the Providing Party and the Purchasing Party, the Purchasing Party shall be liable for such uncollected Tax and any interest assessed thereon, as well as any penalty assessed with respect to such uncollected Tax by the applicable taxing authority. If the Providing Party does not collect any Tax as required by Section 41.1 because the Purchasing Party has provided such Providing Party with an exemption certificate that is later found to be inadequate by a taxing authority, then, as between the Providing Party and the Purchasing Party, the Purchasing Party shall be liable for such uncollected Tax and any interest assessed thereon, as well as any penalty assessed with respect to such uncollected Tax by the applicable taxing authority. If the Purchasing Party fails to pay the Receipts Tax as required by Section 41.2, then, as between the Providing Party and the Purchasing Party, (x) the Providing Party shall be liable for any Tax imposed on its receipts and (y) the Purchasing Party shall be liable for any interest assessed thereon and any penalty assessed upon the Providing Party with respect to such Tax by such authority. If the Purchasing Party fails to impose and/or collect any Tax from Subscribers as required by Section 41.3, then, as between the Providing Party and the Purchasing Party, the Purchasing Party shall remain liable for such uncollected Tax and any interest assessed thereon, as well as any penalty assessed with respect to such uncollected Tax by the applicable taxing authority. With respect to any Tax that the Purchasing Party has agreed to pay, or is required to impose on and/or collect from Subscribers, the Purchasing Party agrees to indemnify and hold the Providing Party harmless on an after-tax basis for any costs incurred by the Providing Party as a result of actions taken by the applicable taxing authority to recover the Tax from the Providing Party due to the failure of the Purchasing Party to timely pay, or collect and timely remit, such Tax to such authority. In the event either Party is audited by a taxing authority, the other Party agrees to cooperate fully with the Party being audited in order to respond to any audit inquiries in a proper and timely manner so that the audit and/or any resulting controversy may be resolved expeditiously.
- 41.5 **Tax exemptions and Exemption Certificates.** If Applicable Law clearly exempts a purchase hereunder from a Tax, and if such Applicable Law also provides an exemption procedure, such as an exemption-certificate requirement, then, if the Purchasing Party complies with such procedure, the Providing Party shall not collect such Tax during the effective period of such exemption. Such exemption shall be effective upon receipt of the exemption certificate or affidavit in accordance with the terms set forth in Section 41.6. If Applicable Law clearly exempts a purchase hereunder from a Tax, but does not also provide an exemption procedure, then the Providing Party shall not collect such Tax if the Purchasing Party (a) furnishes the Providing Party with a letter signed by an officer requesting such an exemption and citing the provision in the Applicable Law which clearly allows such exemption and (b) supplies the Providing Party with an indemnification agreement, reasonably acceptable to the Providing Party (e.g., an agreement commonly used in the industry), which holds the Providing Party harmless on an after-tax basis with respect to its forbearing to collect such Tax.
- 41.6 **All notices, affidavits, exemption-certificates or other communications required or permitted to be given by either Party to the other, for purposes of this Section 41, shall be made in writing and shall be delivered in person or sent by certified mail, return receipt requested, or registered mail, or a courier service providing proof of service, and sent to the addressees set forth in Section 29 as well as to the following:**

To ALLTEL:

ALLTEL Communications, Inc.
Staff Manager – Wholesale Services
One Allied Drive – B4F4NB
Little Rock, AR 72203

To SOUTHEAST:



Either Party may from time to time designate another address or other addressees by giving notice in accordance with the terms of this Section. Any notice or other communication shall be deemed to be given when received.

42. **Technology Upgrades**

The Parties agree to comply with §§ 51.325 through 51.335 of Title 47 of the Code of Federal Regulations as may be amended from time to time regarding notifications, network changes, upgrades, and/or modifications.

- 42.1 Nothing in this Agreement is not intended to limit either Party's ability to upgrade or modify its network, including without limitation, the incorporation of new equipment, new software or otherwise so long as such upgrades are not inconsistent with the Parties' obligations under the terms of this Agreement.

43. **Territory**

- 43.1 This Agreement applies to the territory in which ALLTEL operates as an Incumbent Local Exchange Carrier in the Commonwealth of Kentucky. ALLTEL shall be obligated to provide Services under this Agreement only within this territory.
- 43.2 Neither Party may assign this Agreement or any right or interest under this Agreement, nor delegate any obligation under this Agreement, without the prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned or delayed; provided, that if ALLTEL sells or otherwise transfers its operations for all or any material portion of its service territory in Kentucky in which SouthEast Telephone is then providing service and utilizing services under this Agreement, to a third-party ("Assignee"), ALLTEL shall assign this Agreement and its rights and interests under this Agreement and delegate its obligations under this Agreement, in its entirety, and such shall be binding upon ALLTEL's successor in interest, except to the extent necessary to modify the provisions of this Agreement to reflect any differences and ability to perform by the Assignee because its operational support systems and practices and network systems are different from those of ALLTEL and therefore not compatible with any provision of this Agreement.

44. **Third Party Beneficiaries**

Except as expressly set forth in this Agreement, this Agreement is for the sole benefit of the Parties and their permitted assigns, and nothing herein shall create or be construed to provide any third-persons (including, but not limited to, Customers or contractors of a Party) with any rights (including, but not limited to, any third-party beneficiary rights) hereunder. Except as expressly

set forth in this Agreement, a Party shall have no liability under this Agreement to the Customers of the other Party or to any other third person.

45. **252(i) Obligations**

- 45.1 To the extent required by Applicable Law, each Party shall comply with Section 252(i) of the Act.
- 45.2 To the extent that the exercise by SOUTHEAST of any rights it may have under Section 252(i) results in the rearrangement of Services by ALLTEL, SOUTHEAST shall be solely liable for all costs associated therewith, as well as for any termination charges associated with the termination of existing ALLTEL Services.

46. **Use of Service**

Each Party shall make commercially reasonable efforts to ensure that its Customers comply with the provisions of this Agreement (including, but not limited to the provisions of applicable Tariffs) applicable to the use of Services purchased by it under this Agreement.

47. **Waiver**

A failure or delay of either Party to enforce any of the provisions of this Agreement, or any right or remedy available under this Agreement or at law or in equity, or to require performance of any of the provisions of this Agreement, or to exercise any option which is provided under this Agreement, shall in no way be construed to be a waiver of such provisions, rights, remedies or options.

48. **Warranties**

EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, NEITHER PARTY MAKES OR RECEIVES ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES PROVIDED, OR TO BE PROVIDED, UNDER THIS AGREEMENT AND THE PARTIES DISCLAIM ANY OTHER WARRANTIES, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE WARRANTIES AGAINST INFRINGEMENT, AND WARRANTIES ARISING BY TRADE CUSTOM, TRADE USAGE, COURSE OF DEALING OR PERFORMANCE, OR OTHERWISE.

49. **Withdrawal of Services**

49.1

- 49.1 Either Party may terminate this Agreement by providing written notice of termination to the other Party. Such written notice shall be provided at least ninety (90) days in advance of the date of termination.

- 49.2 Either Party may request for this Agreement to be renegotiated upon the termination of this Agreement. The noticing Party will delineate the items desired to be negotiated. Not later than thirty (30) days from receipt of said notice, the receiving Party will notify the sending Party of additional items desired to be negotiated, if any. Not later than one hundred thirty-five (135) days from the receipt of request for renegotiations, the parties will commence negotiation.

- 49.3 By mutual agreement, ALLTEL and CLEC may amend this Agreement in writing to modify its terms.

- 49.4 A Party may terminate this Agreement by giving the other Party written notice of its desire to terminate at least thirty (30) days prior to the intended date of termination if:
- (i) the other party makes an assignment for the benefit of creditors,
 - (ii) the other Party makes an unauthorized assignment of this Agreement,
- 49.5 A Party may terminate this Agreement immediately if the other Party fails to perform any of its obligations under this Agreement in any material respect and such material failure continues without remedy for a period of thirty (30) days after written notice is given by the non-defaulting Party to the defaulting Party.
- 49.6 Upon expiration or termination of this Agreement, if either Party desires uninterrupted service under this Agreement during negotiations of a new agreement, the requesting Party shall provide the other Party written notification appropriate under the Act. Upon receipt of such notification, the same terms, conditions, and prices will continue in effect as were in effect at the end of the latest term, or renewal, so long as negotiations are continuing without impasse and then until resolution pursuant to this Section. If the Parties are actually in arbitration or mediation before the appropriate Commission or FCC prior to expiration of this Agreement, this Agreement will continue in effect only until the issuance of an order, whether a final non-appealable order or not, by the Commission or FCC resolving the issues set forth in such arbitration or mediation request.
- 49.7 The Parties agree to resolve any disputed matter relating to this Agreement pursuant to § 14.0 Dispute Resolution.

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the Effective Date.

Local Service Provider.

Kentucky ALLTEL, INC.

By: _____

By: _____

Printed: _____

Printed: Michael D. Rhoda

Title: _____

Title: Vice President – Business Development

ATTACHMENT 1: GLOSSARY

50. General Rule

- 50.1 The provisions of Sections 50.2 through 50.4 and Section 51 apply with regard to the Principal Document. Terms used in a Tariff shall have the meanings stated in the Tariff.
- 50.2 Unless the context clearly indicates otherwise, when a term listed in this Glossary is used in the Principal Document, the term shall have the meaning stated in this Glossary. A defined term intended to convey the meaning stated in this Glossary is capitalized when used. Other terms that are capitalized, and not defined in this Glossary or elsewhere in the Principal Document, shall have the meaning stated in the Act. Additional definitions that are specific to the matters covered in a particular provision of the Principal Document may appear in that provision. To the extent that there may be any conflict between a definition set forth in this Glossary and any definition in a specific provision, the definition set forth in the specific provision shall control with respect to that provision.
- 50.3 Unless the context clearly indicates otherwise, any term defined in this Glossary which is defined or used in the singular shall include the plural, and any term defined in this Glossary which is defined or used in the plural shall include the singular.
- 50.4 The words "shall" and "will" are used interchangeably throughout the Principal Document and the use of either indicates a mandatory requirement. The use of one or the other shall not confer a different degree of right or obligation for either Party.

51. Definitions

- 51.1 Act.
The Communications Act of 1934 (47 U.S.C. §151 et seq.), as from time to time amended (including, but not limited to, by the Telecommunications Act of 1996).
- 51.2 ADSL (Asymmetrical Digital Subscriber Line).
A transmission technology on twisted pair copper Loop plant, which transmits an asymmetrical digital signal of up to 6 Mbps toward the Customer and up to 640 Kbps from the Customer, as specified in ANSI standards T1.413-1998 and ALLTEL technical references as available.
- 51.3 Affiliate.
Shall have the meaning set forth in the Act.
- 51.4 Agent.
An agent or servant.
- 51.5 Agreement.
This Agreement, as defined in Section 1 of the General Terms and Conditions.
- 51.6 Ancillary Traffic.
All traffic that is destined for ancillary services, or that may have special billing requirements, including but not limited to the following: Directory Assistance,

911/E911, Operator Services (IntraLATA call completion), IntraLATA third party, collect and calling card, 800/888 database query, LIDB, and Voice Information Services Traffic as described in Section 56 of the Additional Services Attachment.

51.7 ANI (Automatic Number Identification).

The signaling parameter that refers to the number transmitted through the network identifying the billing number of the calling party.

51.8 Applicable Law.

All effective laws, government regulations and government orders, applicable to each Party's performance of its obligations under this Agreement.

51.9 ASR (Access Service Request).

An industry standard form, which contains data elements and usage rules used by the Parties to add, establish, change or disconnect services or trunks for the purposes of interconnection.

51.10 BFR (Bona Fide Request).

The process described in the Network Element Attachment that prescribes the terms and conditions relating to a Party's request that the other Party provide a UNE that it is not otherwise required to provide under the terms of this Agreement.

51.11 Business Day.

Monday through Friday, except for holidays on which US mail is not delivered.

51.12 Calendar Quarter.

January through March, April through June, July through September, or October through December.

51.13 Calendar Year.

January through December.

51.14 CCS (Common Channel Signaling).

A method of transmitting call set-up and network control data over a digital signaling network separate from the public switched telephone network facilities that carry the actual voice or data content of the call.

51.15 Central Office.

A local switching system for connecting lines to lines, lines to trunks, or trunks to trunks for the purpose of originating/terminating calls over the public switched telephone network. A single Central Office may handle several Central Office codes ("NXX"). Sometimes this term is used to refer to a telephone company building in which switching systems and telephone equipment are installed.

51.16 Central Office Switch.

A switch used to provide Telecommunications Services, including, but not limited to, an End Office Switch or a Tandem Switch. A Central Office Switch may also be employed

as a combination End Office/Tandem Office Switch.

51.17 Claims.

Any and all claims, demands, suits, actions, settlements, judgments, fines, penalties, liabilities, injuries, damages, losses, costs (including, but not limited to, court costs), and expenses (including, but not limited to, reasonable attorney's fees).

51.18 CLEC (Competitive Local Exchange Carrier).

Any Local Exchange Carrier other than ALLTEL that is operating as a Local Exchange Carrier in the territory in which ALLTEL operates as an ILEC in the Commonwealth of Kentucky. SOUTHEAST is or shortly will become a CLEC.

51.19 CLLI Codes.

Common Language Location Identifier Codes.

51.20 CMDS (Centralized Message Distribution System).

The billing record and clearing house transport system that LECs use to exchange out collects and in collects as well as Carrier Access Billing System (CABS) records.

51.21 Commission.

Kentucky Public Service Commission.

51.22 CPN (Calling Party Number).

A CCS parameter that identifies the calling party's telephone number.

51.23 CPNI (Customer Proprietary Network Information).

Shall have the meaning set forth in Section 222 of the Act, 47 U.S.C. § 222.

51.24 Cross Connection.

For a Collocation arrangement, the facilities between the collocating Party's equipment and the equipment or facilities of ALLTEL's (such as ALLTEL's digital signal cross connect, Main Distribution Frame, or other suitable frame or panel).

51.25 Customer.

A third party residence or business end-user subscriber to Telephone Exchange Services provided by either of the Parties.

51.26 Digital Signal Level.

One of several transmission rates in the time-division multiplex hierarchy.

51.27 DS0 (Digital Signal Level 0).

The 64kbps zero-level signal in the time-division multiplex hierarchy.

51.28 DS1 (Digital Signal Level 1).

The 1.544 Mbps first-level signal in the time-division multiplex hierarchy.

- 51.29 DS3 (Digital Signal Level 3).
The 44.736 Mbps third-level signal in the time-division multiplex hierarchy.
- 51.30 EMI (Exchange Message Interface).
Standard used for the interexchange of telecommunications message information between local exchange carriers and interexchange carriers for billable, non-billable, sample, settlement and study data. Data is provided between companies via a unique record layout that contains Customer billing information, account summary and tracking analysis. EMI format is contained in document SR-320 published by the Alliance for Telecom Industry Solutions.
- 51.31 End Office Switch or End Office.
A switching entity that is used to terminate Customer station Loops for the purpose of interconnection to each other and to trunks.
- 51.32 Entrance Facility.
The facilities between a Party's designated premises and the Central Office serving that designated premises.
- 51.33 Exchange Access.
Shall have the meaning set forth in the Act.
- 51.34 Extended Local Calling Scope Arrangement.
An arrangement that provides a Customer a local calling scope (Extended Area Service, "EAS"), outside of the Customer's basic exchange serving area. Extended Local Calling Scope Arrangements may be either optional or non-optional. "Optional Extended Local Calling Scope Arrangement Traffic" is traffic that under an optional Extended Local Calling Scope Arrangement chosen by the Customer terminates outside of the Customer's basic exchange serving area.
- 51.35 FCC.
The Federal Communications Commission.
- 51.36 FCC Internet Order.
Order on Remand and Report and Order, *In the Matter of Implementation of the Local Competition Provisions in the Telecommunications Act of 1996, Intercarrier Compensation for ISP Bound Traffic*, FCC 01-131, CC Docket Nos. 96-98 and 99-68, (adopted April 18, 2001).
- 51.37 FCC Regulations.
The unstayed, effective regulations promulgated by the FCC, as amended from time to time.
- 51.38 HDSL (High-Bit Rate Digital Subscriber Line).
A transmission technology that transmits up to a DS1 level signal, using any one of the following line codes: 2 Binary/1 Quaternary (2B1Q), Carrierless AM/PM, Discrete Multitone (DMT), or 3 Binary/1 Octal (3BO).

- 51.39 IDLC (Integrated Digital Loop Carrier).
- A subscriber Loop carrier system that integrates within the switch at a DS1 level, which is twenty-four (24) Loop transmission paths combined into a 1.544 Mbps digital signal.
- 51.40 ILEC (Incumbent Local Exchange Carrier).
- Shall have the meaning stated in the Act.
- 51.41 Information Access.
- The provision of specialized exchange telecommunications services in connection with the origination, termination, transmission, switching, forwarding or routing of telecommunications traffic to or from the facilities of a provider of information services, including a provider of Internet access or Internet transmission services.
- 51.42 Inside Wire or Inside Wiring.
- All wire, cable, terminals, hardware, and other equipment or materials, on the Customer's side of the Rate Demarcation Point.
- 51.43 Internet Traffic.
- Any traffic that is transmitted to or returned from the Internet at any point during the duration of the transmission.
- 51.44 InterLATA Service.
- Shall have the meaning set forth in the Act.
- 51.45 IntraLATA.
- Telecommunications that originate and terminate within the same LATA.
- 51.46 IP (Interconnection Point).
- For Reciprocal Compensation Traffic, the point at which a Party who receives Reciprocal Compensation Traffic from the other Party assesses Reciprocal Compensation charges for the further transport and termination of that Reciprocal Compensation Traffic.
- 51.47 ISDN (Integrated Services Digital Network).
- A switched network service providing end-to-end digital connectivity for the simultaneous transmission of voice and data. Basic Rate Interface-ISDN (BRI-ISDN) provides for digital transmission of two (2) 64 kbps bearer channels and one (1) 16 kbps data and signaling channel (2B+D). Primary Rate Interface-ISDN (PRI-ISDN) provides for digital transmission of twenty-three (23) 64 kbps bearer channels and one (1) 64 kbps data and signaling channel (23B+D).
- 51.48 IXC (Interexchange Carrier).
- A Telecommunications Carrier that provides, directly or indirectly, InterLATA or IntraLATA Telephone Toll Services.
- 51.49 LATA (Local Access and Transport Area).
- Shall have the meaning set forth in the Act.

- 51.50 LEC (Local Exchange Carrier).
Shall have the meaning set forth in the Act.
- 51.51 LERG (Local Exchange Routing Guide).
A Telcordia Technologies reference containing NPA/NXX routing and homing information.
- 51.52 LIDB (Line Information Data Base).
Line Information databases which provide, among other things, calling card validation functionality for telephone line number cards issued by ALLTEL and other entities and validation data for collect and third number-billed calls(e.g., data for billed number screening).
- 51.53 Line Side.
An End Office Switch connection that provides transmission, switching and optional features suitable for Customer connection to the public switched network, including loop start supervision, ground start supervision and signaling for BRI-ISDN service.
- 51.54 Local Traffic
Local Traffic is defined as any telephone call that originates with an end user in one (1) exchange and terminates to an end user in either the same exchange or a corresponding extended area service ("EAS") exchange. The terms "exchange" and "EAS" as utilized in this definition are as have been approved by the Commission and reflected in ALLTEL tariffs.
- 51.55 Loop.
A transmission path that extends from a Main Distribution Frame, DSX-panel, or functionally comparable piece of equipment in a Customer's serving End Office, to the Rate Demarcation Point (or NID if installed at the Rate Demarcation Point) in or at the Customer's premises. The actual transmission facilities used to provide a Loop may utilize any of several technologies.
- 51.56 LSR (Local Service Request).
An industry standard form, which contains data elements and usage rules, used by the Parties to establish, add, change or disconnect resold Telecommunications Services and Network Elements.
- 51.57 MDF (Main Distribution Frame).
The primary point at which outside plant facilities terminate within a Wire Center, for interconnection to other Telecommunications facilities within the Wire Center. The distribution frame used to interconnect cable pairs and line trunk equipment terminating on a switching system.
- 51.58 Measured Internet Traffic.
Dial-up, switched Internet Traffic originated by a Customer of one Party on that Party's network at a point in a ALLTEL local calling area, and delivered to a Customer or an Internet Service Provider served by the other Party, on that other Party's network at a point in the same ALLTEL local calling area. ALLTEL local calling areas shall be as

defined by ALLTEL. For the purposes of this definition, a ALLTEL local calling area includes a ALLTEL non-optional Extended Local Calling Scope Arrangement, but does not include a ALLTEL optional Extended Local Calling Scope Arrangement. Calls originated on a 1+ presubscription basis, or on a casual dialed (10XXX/101XXX) basis, are not considered Measured Internet Traffic.

51.59 MECAB (Multiple Exchange Carrier Access Billing).

A document prepared by the Billing Committee of the Ordering and Billing Forum (OBF), which functions under the auspices of the Carrier Liaison Committee (CLC) of the Alliance for Telecommunications Industry Solutions (ATIS). The MECAB document, published by Telcordia Technologies as Special Report SR-BDS-000983, contains the recommended guidelines for the billing of an Exchange Access Service provided by two or more LECs, or by one LEC in two or more states, within a single LATA.

51.60 MECOD (Multiple Exchange Carriers Ordering and Design Guidelines for Access Services - Industry Support Interface).

A document developed by the Ordering/Provisioning Committee under the auspices of the Ordering and Billing Forum (OBF), which functions under the auspices of the Carrier Liaison Committee (CLC) of the Alliance for Telecommunications Industry Solutions (ATIS). The MECOD document, published by Telcordia Technologies as Special Report SR-STS-002643, establishes methods for processing orders for Exchange Access Service that is to be provided by two or more LECs.

51.61 NANP (North American Numbering Plan).

The system of telephone numbering employed in the United States, Canada, Bermuda, Puerto Rico and certain Caribbean islands. The NANP format is a 10-digit number that consist of a 3-digit NPA Code (commonly referred to as the area code), followed by a 3-digit NXX code and 4 digit line number.

51.62 Network Element.

Shall have the meaning stated in the Act.

51.63 NID (Network Interface Device).

The ALLTEL provided interface terminating ALLTEL's Telecommunications network on the property where the Customer's service is located at a point determined by ALLTEL. The NID contains an FCC Part 68 registered jack from which Inside Wire may be connected to ALLTEL's network.

51.64 NPA (Numbering Plan Area).

Also sometimes referred to as an area code, is the first three-digit indicator of each 10-digit telephone number within the NANP. There are two general categories of NPA, "Geographic NPAs" and "Non-Geographic NPAs". A Geographic NPA is associated with a defined geographic area, and all telephone numbers bearing such NPA are associated with services provided within that geographic area. A Non-Geographic NPA, also known as a "Service Access Code" or "SAC Code" is typically associated with a specialized Telecommunications Service that may be provided across multiple geographic NPA areas. 500, 700, 800, 888 and 900 are examples of Non-Geographic NPAs.

- 51.65 NXX, NXX Code, Central Office Code or CO Code.
- The three-digit switch entity indicator (i.e. the first three digits of a seven-digit telephone number).
- 51.66 Order.
- An order or application to provide, change or terminate a Service (including, but not limited to, a commitment to purchase a stated number or minimum number of lines or other Services for a stated period or minimum period of time).
- 51.67 POI (Point of Interconnection).
- The physical location where the one Party's facilities physically interconnect with the other Party's facilities for the purpose of exchanging traffic.
- Principal Document.
- This document, including, but not limited to, the Title Page, the Table of Contents, the Preface, the General Terms and Conditions, the signature page, this Glossary, the Attachments, and the Appendices to the Attachments
- 51.68 Providing Party.
- A Party offering or providing a Service to the other Party under this Agreement.
- 51.69 Purchasing Party.
- A Party requesting or receiving a Service from the other Party under this Agreement.
- 51.70 Rate Center Area.
- The geographic area that has been identified by a given LEC as being associated with a particular NPA-NXX code assigned to the LEC for its provision of Telephone Exchange Services. The Rate Center Area is the exclusive geographic area that the LEC has identified as the area within which it will provide Telephone Exchange Services bearing the particular NPA-NXX designation associated with the specific Rate Center Area.
- 51.71 Rate Center Point.
- A specific geographic point, defined by a V&H coordinate, located within the Rate Center Area and used to measure distance for the purpose of billing for distance-sensitive Telephone Exchange Services and Toll Traffic. Pursuant to Telcordia Practice BR-795-100-100, the Rate Center Point may be an End Office location, or a "LEC Consortium Point Of Interconnection."
- 51.72 Rate Demarcation Point.
- The physical point in a ALLTEL provided network facility at which ALLTEL's responsibility for maintaining that network facility ends and the Customer's responsibility for maintaining the remainder of the facility begins, as set forth in this Agreement, ALLTEL's applicable Tariffs, if any, or as otherwise prescribed under Applicable Law.
- 51.73 Reciprocal Compensation.
- The arrangement for recovering, in accordance with Section 251(b)(5) of the Act, the FCC Internet Order, and other applicable FCC orders and FCC Regulations, costs

incurred for the transport and termination of Reciprocal Compensation Traffic originating on one Party's network and terminating on the other Party's network (as set forth in Section 7 of the Interconnection Attachment).

51.74 Reciprocal Compensation Traffic.

Telecommunications traffic originated by a Customer of one Party on that Party's network and terminated to a Customer of the other Party on that other Party's network, except for Telecommunications traffic that is interstate or intrastate Exchange Access, Information Access, or exchange services for Exchange Access or Information Access. The determination of whether Telecommunications traffic is Exchange Access or Information Access shall be based upon ALLTEL's local calling areas as defined by ALLTEL's tariff. Reciprocal Compensation Traffic does not include: (1) any Internet Traffic; (2) traffic that does not originate and terminate within the same ALLTEL local calling area as defined by ALLTEL's tariff; (3) Toll Traffic, including, but not limited to, calls originated on a 1+ presubscription basis, or on a casual dialed (10XXX/101XXX) basis; (4) Optional Extended Local Calling Scope Arrangement Traffic; (5) special access, private line, Frame Relay, ATM, or any other traffic that is not switched by the terminating Party; (6) Tandem Transit Traffic; or, (7) Voice Information Service Traffic (as defined in Section 5 of the Additional Services Attachment). For the purposes of this definition, a ALLTEL local calling area includes a ALLTEL non-optional Extended Local Calling Scope Arrangement, but does not include a ALLTEL optional Extended Local Calling Scope Arrangement.

51.75 Retail Prices.

The prices at which a Service is provided by ALLTEL at retail to subscribers who are not Telecommunications Carriers.

51.76 Routing Point.

A specific geographic point identified by a specific V&H coordinate. The Routing Point is used to route inbound traffic to specified NPA-NXXs. The Routing Point must be located within the LATA in which the corresponding NPA-NXX is located. However, the Routing Point associated with each NPA-NXX need not be the same as the corresponding Rate Center Point, nor must it be located within the corresponding Rate Center Area, nor must there be a unique and separate Routing Point corresponding to each unique and separate Rate Center Area.

51.77 Service.

Any Interconnection arrangement, Network Element, Telecommunications Service, Collocation arrangement, or other service, facility or arrangement, offered by a Party under this Agreement.

51.78 SS7 (Signaling System 7).

The common channel out-of-band signaling protocol developed by the Consultative Committee for International Telephone and Telegraph (CCITT) and the American National Standards Institute (ANSI). ALLTEL and SOUTHEAST currently utilize this out-of-band signaling protocol.

51.79 Subsidiary.

A corporation or other person that is controlled by a Party.

51.80 Switched Access Detail Usage Data.

A category 1101XX record as defined in the EMI Telcordia Practice BR-010-200-010.

51.81 Switched Access Summary Usage Data.

A category 1150XX record as defined in the EMI Telcordia Practice BR-010-200-010.

51.82 Switched Exchange Access Service.

The offering of transmission and switching services for the purpose of the origination or termination of Toll Traffic. Switched Exchange Access Services include but may not be limited to: Feature Group A, Feature Group B, Feature Group D, 700 access, 800 access, 888 access and 900 access.

51.83 Tandem Switch,

A switching entity that has billing and recording capabilities and is used to connect and switch trunk circuits between and among End Office Switches and between and among End Office Switches and carriers' aggregation points, points of termination, or points of presence, and to provide Switched Exchange Access Services.

51.84 Tariff.

1.1.2 Any applicable Federal or state tariff of a Party, as amended from time-to-time; or

1.1.3 Any standard agreement or other document, as amended from time-to-time, that sets forth the generally available terms, conditions and prices under which a Party offers a Service.

The term "Tariff" does not include any ALLTEL statement of generally available terms (SGAT) which has been approved or is pending approval by the Commission pursuant to Section 252(f) of the Act.

51.85 Telcordia Technologies.

Telcordia Technologies, Inc., formerly known as Bell Communications Research, Inc. (Bellcore).

51.86 Telecommunications Carrier.

Shall have the meaning set forth in the Act.

51.87 Telecommunications Services.

Shall have the meaning set forth in the Act.

51.88 Telephone Exchange Service.

Shall have the meaning set forth in the Act.

51.89 Third Party Claim.

A Claim where there is (a) a claim, demand, suit or action by a person who is not a Party, (b) a settlement with, judgment by, or liability to, a person who is not a Party, or (c) a fine or penalty imposed by a person who is not a Party.

51.90 Toll Traffic.

Traffic that is originated by a Customer of one Party on that Party's network and terminates to a Customer of the other Party on that other Party's network and is not Reciprocal Compensation Traffic, Measured Internet Traffic, or Ancillary Traffic. Toll Traffic may be either "IntraLATA Toll Traffic" or "InterLATA Toll Traffic", depending on whether the originating and terminating points are within the same LATA.

51.91 Toxic or Hazardous Substance.

Any substance designated or defined as toxic or hazardous under any "Environmental Law" or that poses a risk to human health or safety, or the environment, and products and materials containing such substance. "Environmental Laws" means the Comprehensive Environmental Response, Compensation, and Liability Act, the Emergency Planning and Community Right-to-Know Act, the Water Pollution Control Act, the Air Pollution Control Act, the Toxic Substances Control Act, the Resource Conservation and Recovery Act, the Occupational Safety and Health Act, and all other Federal, State or local laws or governmental regulations or requirements, that are similar to the above-referenced laws or that otherwise govern releases, chemicals, products, materials or wastes that may pose risks to human health or safety, or the environment, or that relate to the protection of wetlands or other natural resources.

51.92 Traffic Factor 1.

For traffic exchanged via Interconnection Trunks, a percentage calculated by dividing the number of minutes of interstate traffic (excluding Measured Internet Traffic) by the total number of minutes of interstate and intrastate traffic. ($\frac{\text{Interstate Traffic Total Minutes of Use} \{ \text{excluding Measured Internet Traffic Total Minutes of Use} \}}{\text{Interstate Traffic Total Minutes of Use} + \text{Intrastate Traffic Total Minutes of Use}} \times 100$). Until the form of a Party's bills is updated to use the term "Traffic Factor 1," the term "Traffic Factor 1" may be referred to on the Party's bills and in billing related communications as "Percent Interstate Usage" or "PIU."

51.93 Traffic Factor 2.

For traffic exchange via Interconnection Trunks, a percentage calculated by dividing the combined total number of minutes of Reciprocal Compensation Traffic and Measured Internet Traffic by the total number of minutes of intrastate traffic. ($\frac{\text{Reciprocal Compensation Traffic Total Minutes of Use} + \text{Measured Internet Traffic Total Minutes of Use}}{\text{Intrastate Traffic Total Minutes of Use}} \times 100$). Until the form of a Party's bills is updated to use the term "Traffic Factor 2," the term "Traffic Factor 2" may be referred to on the Party's bills and in billing related communications as "Percent Local Usage" or "PLU."

51.94 Trunk Side.

A Central Office Switch connection that is capable of, and has been programmed to treat the circuit as, connecting to another switching entity, for example, to another carrier's network. Trunk side connections offer those transmission and signaling features appropriate for the connection of switching entities and cannot be used for the direct connection of ordinary telephone station sets.

51.95 UDLC (Universal Digital Loop Carrier).

UDLC arrangements consist of a Central Office Terminal and a Remote Terminal located in the outside plant or at a customer premises. The Central Office and the Remote

Terminal units perform analog to digital conversions to allow the feeding facility to be digital. UDLC is deployed where the types of services to be provisioned by the systems cannot be integrated such as non-switched services and UNE Loops.

51.96 V and H Coordinates Method.

A method of computing airline miles between two points by utilizing an established formula that is based on the vertical and horizontal coordinates of the two points.

51.97 Voice Grade.

Either an analog signal of 300 to 3000 Hz or a digital signal of 56/64 kilobits per second. When referring to digital Voice Grade service (a 56-64 kbps channel), the terms "DS0" or "sub-DS1" may also be used.

51.98 Wire Center.

A building or portion thereof which serves as the premises for one or more Central Office Switches and related facilities.

ATTACHMENT 2: ADDITIONAL SERVICES

52. Alternate Billed Calls

52.1 SOUTHEAST should designate a centralized message distribution center host company ("CMDS") to act as its clearing house for alternative billed calls and shall notify ALLTEL of its selection. Until SOUTHEAST notifies ALLTEL of such selection, the Parties will engage in settlements of intraLATA intrastate alternate-billed calls (e.g., collect, calling card, and third-party billed calls) originated or authorized by their respective Customers in accordance with an arrangement mutually agreed to by the Parties.

53. Dialing Parity - Section 251(b)(3)

ALLTEL will use its best efforts to satisfy all service standards, intervals, measurements, specifications, performance requirements, technical requirements, and performance standards that are specified in this Agreement or are required by law or regulation. In addition, ALLTEL's performance under this Agreement shall be provided to SOUTHEAST at parity with the performance ALLTEL provides itself for like service(s).

54. Directory Assistance (DA) and Operator Services (OS)

54.1 Either Party may request that the other Party provide the requesting Party with nondiscriminatory access to the other Party's directory assistance services (DA), IntraLATA operator call completion services (OS), and/or directory assistance listings database, to the extent the requested service is not provided by a third party. If either Party makes such a request, the Parties shall enter into a mutually acceptable written agreement for such access.

54.2 SOUTHEAST shall arrange, at its own expense, the trunking and other facilities required to transport traffic to and from the designated DA and OS switch locations.

55. Directory Listing and Directory Distribution

To the extent required by Applicable Law, ALLTEL will provide directory services to SOUTHEAST. Such services will be provided in accordance with the terms set forth herein.

55.1 Listing Information.

As used herein, "Listing Information" means a SOUTHEAST Customer's primary name, address (including city, state and zip code), telephone number(s), the delivery address and number of directories to be delivered, and, in the case of a business Customer, the primary business heading under which the business Customer desires to be placed, and any other information ALLTEL deems necessary for the publication and delivery of directories. ALLTEL will include the Listing Information for SOUTHEAST's customers in the same manner as it includes Listing Information for ALLTEL's end user customers.

55.2 Listing Information Supply.

LSP shall provide to ALLTEL on a regularly scheduled basis, at no charge, and in a format required by ALLTEL or by a mutually agreed upon industry standard (e.g., Ordering and Billing Forum developed), all Listing Information and the service address

for each LSP Customer whose service address location falls within the geographic area covered by the relevant ALLTEL directory. LSP shall also provide to ALLTEL on a daily basis, (a) information showing LSP Customers who have disconnected or terminated their service with LSP; and (b) delivery information for each non-listed or non-published LSP Customer to enable ALLTEL to perform its directory distribution responsibilities. ALLTEL shall promptly provide to LSP, (normally within forty-eight (48) hours of receipt by ALLTEL, excluding non-Business Days), a query on any listing that is not acceptable.

55.3 Listing Inclusion and Distribution.

ALLTEL shall include each LSP Customer's Primary Listing in the appropriate alphabetical directory and, for business Customers, in the appropriate classified (Yellow Pages) directory in accordance with the directory configuration, scope and schedules determined by ALLTEL in its sole discretion, and shall provide initial distribution of such directories to such LSP Customers in the same manner it provides initial distribution of such directories to its own Customers. "Primary Listing" means a Customer's primary name, address, and telephone number. Listings of SOUTHEAST's Customers shall be interfiled with listings of ALLTEL's Customers and the Customers of other LECs included in the ALLTEL directories. SOUTHEAST shall pay ALLTEL's tariffed charges for additional and foreign alphabetical listings and other alphabetical services (e.g. caption arrangements) for SOUTHEAST's Customers.

55.4 ALLTEL Information.

Upon request by SOUTHEAST, ALLTEL shall make available to SOUTHEAST the following information to the extent that ALLTEL provides such information to its own business offices: a directory list of relevant NXX codes, directory and "Customer Guide" close dates, publishing data, and Yellow Pages headings. ALLTEL also will make available to SOUTHEAST, upon written request, a copy of ALLTEL's alphabetical listings standards and specifications manual.

55.5 Confidentiality of Listing Information.

ALLTEL shall accord SOUTHEAST Listing Information the same level of confidentiality that ALLTEL accords its own listing information, and shall use such Listing Information solely for the purpose of providing directory-related services; provided, however, that should ALLTEL elect to do so, it may use or license SOUTHEAST Listing Information for directory publishing, direct marketing, or any other purpose for which ALLTEL uses or licenses its own listing information, so long as SOUTHEAST Customers are not separately identified as such; and provided further that SOUTHEAST may identify those of its Customers who request that their names not be sold for direct marketing purposes, and ALLTEL shall honor such requests to the same extent it does so for its own Customers. ALLTEL shall not be obligated to compensate SOUTHEAST for ALLTEL's use or licensing of SOUTHEAST Listing Information.

55.6 Accuracy.

Both Parties shall use commercially reasonable efforts to ensure the accurate publication of SOUTHEAST Customer listings. At SOUTHEAST's request, ALLTEL shall provide SOUTHEAST with a report of all SOUTHEAST Customer listings normally no more than ninety (90) days and no less than thirty (30) days prior to the service order close date for the applicable directory. ALLTEL shall process any corrections made by SOUTHEAST with respect to its listings, provided such corrections are received prior to the close date of the particular directory.

55.7 Indemnification.

SOUTHEAST shall adhere to all practices, standards, and ethical requirements established by ALLTEL with regard to listings. By providing ALLTEL with Listing Information, SOUTHEAST warrants to ALLTEL that SOUTHEAST has the right to provide such Listing Information to ALLTEL on behalf of its Customers. SOUTHEAST shall make commercially reasonable efforts to ensure that any business or person to be listed is authorized and has the right (a) to provide the product or service offered, and (b) to use any personal or corporate name, trade name, trademark, service mark or language used in the listing. SOUTHEAST agrees to release, defend, hold harmless and indemnify ALLTEL from and against any and all claims, losses, damages, suits, or other actions, or any liability whatsoever, suffered, made, instituted, or asserted by any person arising out of ALLTEL's publication or dissemination of the Listing Information as provided by SOUTHEAST hereunder.

55.8 Liability.

ALLTEL's liability to SOUTHEAST in the event of a ALLTEL error in or omission of a listing shall not exceed the lesser of the amount of charges actually paid by SOUTHEAST for such listing or the amount by which ALLTEL would be liable to its own customer for such error or omission. SOUTHEAST agrees to take all reasonable steps, including, but not limited to, entering into appropriate contractual provisions with its Customers, to ensure that its and ALLTEL's liability to SOUTHEAST's Customers in the event of a ALLTEL error in or omission of a listing shall be subject to the same limitations of liability applicable between ALLTEL and its own Customers.

55.9 Service Information Pages.

ALLTEL shall include all SOUTHEAST NXX codes associated with the geographic areas to which each directory pertains, to the extent it does so for ALLTEL's own NXX codes, in any lists of such codes that are contained in the general reference portion of each directory. SOUTHEAST's NXX codes shall appear in such lists in the same manner as ALLTEL's NXX information. In addition, when SOUTHEAST is authorized to, and is offering, local service to Customers located within the geographic area covered by a specific directory, at SOUTHEAST's request, ALLTEL shall include, at no charge, in the "Customer Guide" or comparable section of the applicable alphabetical directories, SOUTHEAST's critical contact information for SOUTHEAST's installation, repair and Customer service, as provided by SOUTHEAST. Such critical contact information shall appear alphabetically by local exchange carrier and in accordance with ALLTEL's generally applicable policies. SOUTHEAST shall be responsible for providing the necessary information to ALLTEL by the applicable close date for each affected directory.

55.10 Directory Publication.

Nothing in this Agreement shall require ALLTEL to publish a directory where it would not otherwise do so.

55.11 Other Directory Services.

SOUTHEAST acknowledges that if SOUTHEAST desires directory services in addition to those described herein, such additional services must be obtained under separate agreement with ALLTEL's directory publishing company.

56. Voice Information Service Traffic

- 56.1 For purposes of this Section 56, (a) Voice Information Service means a service that provides [i] recorded voice announcement information or [ii] a vocal discussion program open to the public, and (b) Voice Information Service Traffic means intraLATA switched voice traffic, delivered to a Voice Information Service. Voice Information Service Traffic does not include any form of Internet Traffic. Voice Information Service Traffic also does not include 555 traffic or similar traffic with AIN service interfaces, which traffic shall be subject to separate arrangements between the Parties. Voice Information Service Traffic is not subject to Reciprocal Compensation charges under Section 69 the Interconnection Attachment.
- 56.2 If a SOUTHEAST Customer is served by resold ALLTEL dial tone line Telecommunications Service to the extent reasonably feasible, ALLTEL will route Voice Information Service Traffic originating from such Service or UNE to the appropriate Voice Information Service connected to ALLTEL's network unless a feature blocking such Voice Information Service Traffic has been installed. For such Voice Information Service Traffic, SOUTHEAST shall pay to ALLTEL without discount any Voice Information Service provider charges billed by ALLTEL to SOUTHEAST. SOUTHEAST shall pay ALLTEL such charges in full regardless of whether or not SOUTHEAST collects such charges from its own Customer.
- 56.3 SOUTHEAST shall have the option to route Voice Information Service Traffic that originates on its own network to the appropriate Voice Information Service connected to ALLTEL's network. In the event SOUTHEAST exercises such option, SOUTHEAST will establish, at its own expense, a dedicated trunk group to the ALLTEL Voice Information Service serving switch. This trunk group will be utilized to allow SOUTHEAST to route Voice Information Service Traffic originated on its network to ALLTEL. For such Voice Information Service Traffic, unless SOUTHEAST has entered into a written agreement with ALLTEL under which SOUTHEAST will collect from SOUTHEAST's Customer and remit to ALLTEL the Voice Information Service provider's charges, SOUTHEAST shall pay to ALLTEL without discount any Voice Information Service provider charges billed by ALLTEL to SOUTHEAST. SOUTHEAST shall pay ALLTEL such charges in full regardless of whether or not SOUTHEAST collects such charges from its own Customer.

57. Intercept and Referral Announcements

- 57.1 When a Customer changes its service provider from ALLTEL to SOUTHEAST, or from SOUTHEAST to ALLTEL, and does not retain its original telephone number, the Party formerly providing service to such Customer shall provide a referral announcement ("Referral Announcement") on the abandoned telephone number which provides the Customer's new number or other appropriate information, to the extent known to the Party formerly providing service. Notwithstanding the foregoing, a Party shall not be obligated under this Section to provide a Referral Announcement if the Customer owes the Party unpaid overdue amounts or the Customer requests that no Referral Announcement be provided.
- 57.2 Referral Announcements shall be provided, in the case of business Customers, for a period of not less than one hundred and twenty (120) days after the date the Customer changes its telephone number, and, in the case of residential Customers, not less than sixty (60) days after the date the Customer changes its telephone number; provided that if a longer time period is required by Applicable Law, such longer time period shall apply. Except as otherwise provided by Applicable Law, the period for a referral may be shortened by the Party formerly providing service if a number shortage condition requires reassignment of the telephone number.

- 57.3 This referral announcement will be provided by each Party at no charge to the other Party; provided that the Party formerly providing service may bill the Customer its standard Tariff charge, if any, for the referral announcement.

58. Originating Line Number Screening (OLNS)

Upon SOUTHEAST's request, ALLTEL will update its database used to provide originating line number screening (the database of information which indicates to an operator the acceptable billing methods for calls originating from the calling number (e.g., penal institutions, COCOTS).

59. Operations Support Systems (OSS) Services

59.1 Definitions.

The terms listed below shall have the meanings stated below:

- 59.1.1 ALLTEL Operations Support Systems: ALLTEL systems for pre-ordering, ordering, provisioning, maintenance and repair, and billing.
- 59.1.2 ALLTEL OSS Services: Access to ALLTEL Operations Support Systems functions. The term "ALLTEL OSS Services" includes, but is not limited to: (a) ALLTEL's provision of SOUTHEAST Usage Information to SOUTHEAST pursuant to Section 59.3 below; and, (b) "ALLTEL OSS Information", as defined in Section 59.1.4 below.
- 59.1.3 ALLTEL OSS Facilities: Any gateways, interfaces, databases, facilities, equipment, software, or systems, used by ALLTEL to provide ALLTEL OSS Services to SOUTHEAST.
- 59.1.4 ALLTEL OSS Information: Any information accessed by, or disclosed or provided to, SOUTHEAST through or as a part of ALLTEL OSS Services. The term "ALLTEL OSS Information" includes, but is not limited to: (a) any Customer Information related to a ALLTEL Customer or a SOUTHEAST Customer accessed by, or disclosed or provided to, SOUTHEAST through or as a part of ALLTEL OSS Services; and, (b) any SOUTHEAST Usage Information (as defined in Section 59.1.6 below) accessed by, or disclosed or provided to, SOUTHEAST.
- 59.1.5 ALLTEL Retail Telecommunications Service: Any Telecommunications Service that ALLTEL provides at retail to subscribers that are not Telecommunications Carriers. The term "ALLTEL Retail Telecommunications Service" does not include any Exchange Access service (as defined in Section 3(16) of the Act, 47 U.S.C. § 153(16)) provided by ALLTEL.
- 59.1.6 SOUTHEAST Usage Information: For a ALLTEL Retail Telecommunications Service purchased by SOUTHEAST pursuant to the Resale Attachment, the usage information that ALLTEL would record if ALLTEL was furnishing such ALLTEL Retail Telecommunications Service to a ALLTEL end-user retail Customer.
- 59.1.7 Customer Information: CPNI of a Customer and any other non-public, individually identifiable information about a Customer or the purchase by a Customer of the services or products of a Party.

59.2 ALLTEL OSS Services.

- 59.2.1 Upon request by SOUTHEAST, ALLTEL shall provide to SOUTHEAST ALLTEL OSS Services. Such ALLTEL OSS Services will be provided in accordance with, but only to the extent required by, Applicable Law.
- 59.2.2 Subject to the requirements of Applicable Law, ALLTEL Operations Support Systems, ALLTEL Operations Support Systems functions, ALLTEL OSS Facilities, ALLTEL OSS Information, and the ALLTEL OSS Services that will be offered by ALLTEL, shall be as determined by ALLTEL. Subject to the requirements of Applicable Law, ALLTEL shall have the right to change ALLTEL Operations Support Systems, ALLTEL Operations Support Systems functions, ALLTEL OSS Facilities, ALLTEL OSS Information, and the ALLTEL OSS Services, from time-to-time, without the consent of SOUTHEAST.
- 59.2.3 To the extent required by Applicable Law, in providing ALLTEL OSS Services to SOUTHEAST, ALLTEL will comply with ALLTEL's applicable OSS Change Management Guidelines, as such Guidelines are modified from time-to-time, including, but not limited to, the provisions of the Guidelines related to furnishing notice of changes in ALLTEL OSS Services. ALLTEL's OSS Change Management Guidelines will be set out on a ALLTEL website.
- 59.3 SOUTHEAST Usage Information.
 - 59.3.1 Upon request by SOUTHEAST, ALLTEL shall provide to SOUTHEAST SOUTHEAST Usage Information. Such SOUTHEAST Usage Information will be provided in accordance with, but only to the extent required by, Applicable Law.
 - 59.3.2 SOUTHEAST Usage Information will be available to SOUTHEAST through the following:
 - 59.3.3 Daily Usage File on Data Tape.
 - 59.3.4 Daily Usage File through Network Data Mover (NDM).
 - 59.3.5 SOUTHEAST Usage Information will be provided in an Alliance for Telecommunications Industry Solutions EMI format.
 - 59.3.6 Daily Usage File Data Tapes provided pursuant to Section 59.3.3 above will be issued each day, Monday through Friday, except holidays observed by ALLTEL.
 - 59.3.7 Except as stated in this Section 59.3, subject to the requirements of Applicable Law, the manner in which, and the frequency with which, SOUTHEAST Usage Information will be provided to SOUTHEAST shall be determined by ALLTEL.
- 59.4 Access to and Use of ALLTEL OSS Facilities.
 - 59.4.1 ALLTEL OSS Facilities may be accessed and used by SOUTHEAST only to the extent necessary for SOUTHEAST's access to and use of ALLTEL OSS Services pursuant to this Agreement.
 - 59.4.2 ALLTEL OSS Facilities may be accessed and used by SOUTHEAST only to provide Telecommunications Services to SOUTHEAST Customers.
 - 59.4.3 SOUTHEAST shall restrict access to and use of ALLTEL OSS Facilities to SOUTHEAST. This Section 59 does not grant to SOUTHEAST any right or

license to grant sublicenses to other persons, or permission to other persons (except SOUTHEAST's employees, agents and contractors, in accordance with Section 59.4.7 below), to access or use ALLTEL OSS Facilities.

- 59.4.4 SOUTHEAST shall not (a) alter, modify or damage the ALLTEL OSS Facilities (including, but not limited to, ALLTEL software), (b) copy, remove, derive, reverse engineer, or decompile, software from the ALLTEL OSS Facilities, or (c) obtain access through ALLTEL OSS Facilities to ALLTEL databases, facilities, equipment, software, or systems, which are not offered for SOUTHEAST's use under this Section 59.
 - 59.4.5 SOUTHEAST shall comply with all practices and procedures established by ALLTEL for access to and use of ALLTEL OSS Facilities (including, but not limited to, ALLTEL practices and procedures with regard to security and use of access and user identification codes).
 - 59.4.6 All practices and procedures for access to and use of ALLTEL OSS Facilities, and all access and user identification codes for ALLTEL OSS Facilities: (a) shall remain the property of ALLTEL; (b) shall be used by SOUTHEAST only in connection with SOUTHEAST's use of ALLTEL OSS Facilities permitted by this Section 59; (c) shall be treated by SOUTHEAST as Confidential Information of ALLTEL pursuant to Section 10 of the General Terms and Conditions; and, (d) shall be destroyed or returned by SOUTHEAST to ALLTEL upon the earlier of request by ALLTEL or the expiration or termination of this Agreement.
 - 59.4.7 SOUTHEAST's employees, agents and contractors may access and use ALLTEL OSS Facilities only to the extent necessary for SOUTHEAST's access to and use of the ALLTEL OSS Facilities permitted by this Agreement. Any access to or use of ALLTEL OSS Facilities by SOUTHEAST's employees, agents, or contractors, shall be subject to the provisions of this Agreement, including, but not limited to, Section 10 of the General Terms and Conditions and Section 0 of this Attachment.
- 59.5 ALLTEL OSS Information.
- 59.5.1 Subject to the provisions of this Section 59, in accordance with, but only to the extent required by, Applicable Law, ALLTEL grants to SOUTHEAST a non-exclusive license to use ALLTEL OSS Information.
 - 59.5.2 All ALLTEL OSS Information shall at all times remain the property of ALLTEL. Except as expressly stated in this Section 59, SOUTHEAST shall acquire no rights in or to any ALLTEL OSS Information.
 - 59.5.2.1 The provisions of this Section 59.5.2 shall apply to all ALLTEL OSS Information, except (a) SOUTHEAST Usage Information, (b) CPNI of SOUTHEAST, and (c) CPNI of a ALLTEL Customer or a SOUTHEAST Customer, to the extent the Customer has authorized SOUTHEAST to use the CPNI.
 - 59.5.2.2 ALLTEL OSS Information may be accessed and used by SOUTHEAST only to provide Telecommunications Services to SOUTHEAST Customers.
 - 59.5.2.3 SOUTHEAST shall treat ALLTEL OSS Information that is designated by ALLTEL, through written or electronic notice (including, but not limited to, through the ALLTEL OSS Services), as "Confidential" or

"Proprietary" as Confidential Information of ALLTEL pursuant to Section 10 of the General Terms and Conditions.

59.5.2.4 Except as expressly stated in this Section 59, this Agreement does not grant to SOUTHEAST any right or license to grant sublicenses to other persons, or permission to other persons (except SOUTHEAST's employees, agents or contractors, in accordance with Section 0 below), to access, use or disclose ALLTEL OSS Information.

59.5.2.5 SOUTHEAST's employees, agents and contractors may access, use and disclose ALLTEL OSS Information only to the extent necessary for SOUTHEAST's access to, and use and disclosure of, ALLTEL OSS Information permitted by this Section 59. Any access to, or use or disclosure of, ALLTEL OSS Information by SOUTHEAST's employees, agents or contractors, shall be subject to the provisions of this Agreement, including, but not limited to, Section 10 of the General Terms and Conditions and Section 0 above.

59.5.3 Unless sooner terminated or suspended in accordance with this Agreement or this Section 59 (including, but not limited to, Section 2.2 of the General Terms and Conditions and Section 59.7.1 below), SOUTHEAST's access to ALLTEL OSS Information through ALLTEL OSS Services shall terminate upon the expiration or termination of this Agreement.

59.5.4 Audits.

59.5.4.1 ALLTEL shall have the right (but not the obligation) to audit SOUTHEAST to ascertain whether SOUTHEAST is complying with the requirements of Applicable Law and this Agreement with regard to SOUTHEAST's access to, and use and disclosure of, ALLTEL OSS Information.

59.5.4.2 Without in any way limiting any other rights ALLTEL may have under this Agreement or Applicable Law, ALLTEL shall have the right (but not the obligation) to monitor SOUTHEAST's access to and use of ALLTEL OSS Information which is made available by ALLTEL to SOUTHEAST pursuant to this Agreement, to ascertain whether SOUTHEAST is complying with the requirements of Applicable Law and this Agreement, with regard to SOUTHEAST's access to, and use and disclosure of, such ALLTEL OSS Information. The foregoing right shall include, but not be limited to, the right (but not the obligation) to electronically monitor SOUTHEAST's access to and use of ALLTEL OSS Information which is made available by ALLTEL to SOUTHEAST through ALLTEL OSS Facilities.

59.5.4.3 Information obtained by ALLTEL pursuant to this Section 59.5.4 shall be treated by ALLTEL as Confidential Information of SOUTHEAST pursuant to Section 10 of the General Terms and Conditions; provided that, ALLTEL shall have the right (but not the obligation) to use and disclose information obtained by ALLTEL pursuant to this Section 59.5.4 to enforce ALLTEL's rights under this Agreement or Applicable Law.

59.6 SOUTHEAST acknowledges that the ALLTEL OSS Information, by its nature, is updated and corrected on a continuous basis by ALLTEL, and therefore that ALLTEL OSS Information is subject to change from time to time.

59.7 Liabilities and Remedies.

- 59.7.1 Any breach by SOUTHEAST, or SOUTHEAST's employees, agents or contractors, of the provisions of Sections 59.4 or 59.5 above shall be deemed a material breach of this Agreement. In addition, if SOUTHEAST or an employee, agent or contractor of SOUTHEAST at any time breaches a provision of Sections 59.4 or 59.5 above and such breach continues for more than ten (10) days after written notice thereof from ALLTEL, then, except as otherwise required by Applicable Law, ALLTEL shall have the right, upon notice to SOUTHEAST, to suspend the license to use ALLTEL OSS Information granted by Section 59.5.1 above and/or the provision of ALLTEL OSS Services, in whole or in part.
- 59.7.2 SOUTHEAST agrees that ALLTEL would be irreparably injured by a breach of Sections 59.4 or 59.5 above by SOUTHEAST or the employees, agents or contractors of SOUTHEAST, and that ALLTEL shall be entitled to seek equitable relief, including injunctive relief and specific performance, in the event of any such breach. Such remedies shall not be deemed to be the exclusive remedies for any such breach, but shall be in addition to any other remedies available under this Agreement or at law or in equity.
- 59.8 Relation to Applicable Law.
- The provisions of Sections 59.4, 59.5 and 59.7 above with regard to the confidentiality of information shall be in addition to and not in derogation of any provisions of Applicable Law with regard to the confidentiality of information, including, but not limited to, 47 U.S.C. § 222, and are not intended to constitute a waiver by ALLTEL of any right with regard to protection of the confidentiality of the information of ALLTEL or ALLTEL Customers provided by Applicable Law.
- 59.9 Cooperation.
- SOUTHEAST, at SOUTHEAST's expense, shall reasonably cooperate with ALLTEL in using ALLTEL OSS Services. Such cooperation shall include, but not be limited to, the following:
- 59.9.1 Upon request by ALLTEL, SOUTHEAST shall by no later than the fifteenth (15th) day of the last month of each Calendar Quarter submit to ALLTEL reasonable, good faith estimates of the volume of each type of OSS transaction that SOUTHEAST anticipates submitting in each week of the next Calendar Quarter.
- 59.9.2 SOUTHEAST shall reasonably cooperate with ALLTEL in submitting orders for ALLTEL Services and otherwise using the ALLTEL OSS Services, in order to avoid exceeding the capacity or capabilities of such ALLTEL OSS Services.
- 59.9.3 SOUTHEAST shall participate in cooperative testing of ALLTEL OSS Services and shall provide assistance to ALLTEL in identifying and correcting mistakes, omissions, interruptions, delays, errors, defects, faults, failures, or other deficiencies, in ALLTEL OSS Services.
- 59.10 ALLTEL Access to Information Related to SOUTHEAST Customers.
- 59.10.1 ALLTEL shall have the right to access, use and disclose information related to SOUTHEAST Customers that is in ALLTEL's possession (including, but not limited to, in ALLTEL OSS Facilities) to the extent such access, use and/or disclosure has been authorized by the SOUTHEAST Customer in the manner required by Applicable Law.

59.10.2 Upon request by ALLTEL, SOUTHEAST shall negotiate in good faith and enter into a contract with ALLTEL, pursuant to which ALLTEL may obtain access to SOUTHEAST's operations support systems (including, systems for pre-ordering, ordering, provisioning, maintenance and repair, and billing) and information contained in such systems, to permit ALLTEL to obtain information related to SOUTHEAST Customers (as authorized by the applicable SOUTHEAST Customer), to permit Customers to transfer service from one Telecommunications Carrier to another, and for such other purposes as may be permitted by Applicable Law.

59.11 ALLTEL Pre-OSS Services.

59.11.1 As used in this Section 59, "ALLTEL Pre-OSS Service" means a service which allows the performance of an activity which is comparable to an activity to be performed through a ALLTEL OSS Service and which ALLTEL offers to provide to SOUTHEAST prior to, or in lieu of, ALLTEL's provision of the ALLTEL OSS Service to SOUTHEAST. The term "ALLTEL Pre-OSS Service" includes, but is not limited to, the activity of placing orders for ALLTEL Services through a telephone facsimile communication.

59.11.2 Subject to the requirements of Applicable Law, the ALLTEL Pre-OSS Services that will be offered by ALLTEL shall be as determined by ALLTEL and ALLTEL shall have the right to change ALLTEL Pre-OSS Services, from time-to-time, without the consent of SOUTHEAST.

59.11.3 Subject to the requirements of Applicable Law, the prices for ALLTEL Pre-OSS Services shall be as determined by ALLTEL and shall be subject to change by ALLTEL from time-to-time.

59.11.4 The provisions of Sections 59.4 through 59.9 above shall also apply to ALLTEL Pre-OSS Services. For the purposes of this Section 59.11: (a) references in Sections 59.4 through 59.9 above to ALLTEL OSS Services shall be deemed to include ALLTEL Pre-OSS Services; and, (b) references in Sections 59.4 through 59.9 above to ALLTEL OSS Information shall be deemed to include information made available to SOUTHEAST through ALLTEL Pre-OSS Services.

59.12 Cancellations.

ALLTEL may cancel orders for service which have had no activity within thirty-one (31) consecutive calendar days after the original service due date.

60. Poles, Ducts, Conduits and Rights-of-Way

60.1 ALLTEL shall afford SOUTHEAST non-discriminatory access to poles, ducts, conduits and rights-of-way owned or controlled by ALLTEL. Such access shall be provided in accordance with, but only to the extent required by, Applicable Law, pursuant to ALLTEL's applicable Tariffs, or, in the absence of an applicable ALLTEL Tariff, ALLTEL's generally offered form of license agreement, or, in the absence of such a Tariff and license agreement, a mutually acceptable agreement to be negotiated by the Parties.

60.2 SOUTHEAST shall afford ALLTEL non-discriminatory access to poles, ducts, conduits and rights-of-way owned or controlled by SOUTHEAST. Such access shall be provided pursuant to SOUTHEAST's applicable Tariffs, or, in the absence of an applicable SOUTHEAST Tariff, SOUTHEAST's generally offered form of license agreement, or, in

the absence of such a Tariff and license agreement, a mutually acceptable agreement to be negotiated by the Parties.

61. Telephone Numbers

- 61.1 This Section applies in connection with SOUTHEAST Customers served by Telecommunications Services provided by ALLTEL to SOUTHEAST for resale.
- 61.2 SOUTHEAST's use of telephone numbers shall be subject to Applicable Law the rules of the North American Numbering Council and the North American Numbering Plan Administrator, the applicable provisions of this Agreement (including, but not limited to, this Section 61), and ALLTEL's practices and procedures for use and assignment of telephone numbers, as amended from time-to-time.
- 61.3 Subject to Sections 61.2 and 61.4, if a Customer of either ALLTEL or SOUTHEAST who is served by a ALLTEL Telecommunications Service ("VTS") changes the LEC that serves the Customer using such VTS (including a change from ALLTEL to SOUTHEAST, from SOUTHEAST to ALLTEL, or from SOUTHEAST to a LEC other than ALLTEL), after such change, the Customer may continue to use with such VTS the telephone numbers that were assigned to the VTS for the use of such Customer by ALLTEL immediately prior to the change.
- 61.4 ALLTEL shall have the right to change the telephone numbers used by a Customer if at any time: (a) the Customer requests service at a new location, that is not served by the ALLTEL switch and the ALLTEL rate center from which the Customer previously had service; (b) continued use of the telephone numbers is not technically feasible; or, (c) in the case of Telecommunications Service provided by ALLTEL to SOUTHEAST for resale, the type or class of service subscribed to by the Customer changes.
- 61.5 If service on a VTS provided by ALLTEL to SOUTHEAST under this Agreement is terminated and the telephone numbers associated with such VTS have not been ported to a SOUTHEAST switch, the telephone numbers shall be available for reassignment by ALLTEL to any person to whom ALLTEL elects to assign the telephone numbers, including, but not limited to, ALLTEL, ALLTEL Customers, SOUTHEAST, or Telecommunications Carriers other than ALLTEL and SOUTHEAST.
- 61.6 SOUTHEAST may reserve telephone numbers only to the extent ALLTEL's Customers may reserve telephone numbers.

62. Routing for Operator Services and Directory Assistance Traffic

For a ALLTEL Telecommunications Service dial tone line purchased by SOUTHEAST for resale pursuant to the Resale Attachment, upon request by SOUTHEAST, ALLTEL will establish an arrangement that will permit SOUTHEAST to route the SOUTHEAST Customer's calls for operator and directory assistance services to a provider of operator and directory assistance services selected by SOUTHEAST. ALLTEL will provide this routing arrangement in accordance with, but only to the extent required by, Applicable Law. ALLTEL will provide this routing arrangement pursuant to an appropriate written request submitted by SOUTHEAST and a mutually agreed-upon schedule. This routing arrangement will be implemented at SOUTHEAST's expense, with charges determined on an individual case basis. In addition to charges for initially establishing the routing arrangement, SOUTHEAST will be responsible for ongoing monthly and/or usage charges for the routing arrangement. SOUTHEAST shall arrange, at its own expense, the trunking and other facilities required to transport traffic to SOUTHEAST's selected provider of operator and directory assistance services.

ATTACHMENT 3: INTERCONNECTION

63. General

Each Party ("Providing Party") shall provide to the other Party, in accordance with this Agreement, the Providing Party's applicable Tariffs, and Applicable Law, interconnection with the Providing Party's network for the transmission and routing of Telephone Exchange Service and Exchange Access.

64. Methods for Interconnection and Trunk Types

64.1 Methods for Interconnection.

- 64.1.1 In accordance with, but only to the extent required by, Applicable Law, the Parties shall provide interconnection of their networks at any technically feasible point as specified in this Agreement.
- 64.1.2 Each Party ("Originating Party"), at its own expense, shall provide for delivery to the relevant IP of the other Party ("Receiving Party") Reciprocal Compensation Traffic and Measured Internet Traffic that the Originating Party wishes to deliver to the Receiving Party.
- 64.1.3 SOUTHEAST may use any of the following methods for interconnection with ALLTEL:
 - 64.1.4 a Collocation arrangement SOUTHEAST has established at the ALLTEL-IP pursuant to the Collocation Attachment; and/or
 - 64.1.5 a Collocation arrangement that has been established separately at the ALLTEL-IP by a third party and that is used by SOUTHEAST to interconnect with ALLTEL; and/or
 - 64.1.6 an Entrance Facility and transport obtained from ALLTEL (and any necessary multiplexing) pursuant to the applicable ALLTEL access Tariff, from the SOUTHEAST network to the ALLTEL-IP.
 - 64.1.7 SOUTHEAST may order from ALLTEL, in accordance with the rates, terms and conditions set forth in this Agreement and applicable ALLTEL Tariff(s) (or in the absence of applicable rates, terms and conditions set forth in this Agreement and ALLTEL Tariff(s), in accordance with rates, terms and conditions to be negotiated by the Parties), any of the methods for interconnection specified in Section 64.1.3 above.
- 64.1.8 ALLTEL may use any of the following methods for interconnection with SOUTHEAST:
 - 64.1.8.9 a Collocation arrangement ALLTEL has established at the SOUTHEAST-IP pursuant to the Collocation Attachment, or an interconnection arrangement ALLTEL has established at the SOUTHEAST-IP that is operationally equivalent to a Collocation arrangement (including, but not limited to, a ALLTEL provided Entrance Facility); and/or
 - 64.1.8.10 a Collocation arrangement that has been established separately at the SOUTHEAST-IP by a third party and that is used by ALLTEL to interconnect with SOUTHEAST; and/or

64.1.9.11 a non-distance sensitive Entrance Facility obtained from SOUTHEAST (and any necessary multiplexing), from the ALLTEL network to the SOUTHEAST-IP (including, but not limited to, at ALLTEL's election, an Entrance Facility accessed by ALLTEL through interconnection at a Collocation arrangement that SOUTHEAST has established at a ALLTEL Wire Center pursuant to the Collocation Attachment, or through interconnection at a Collocation arrangement that has been established separately at a ALLTEL Wire Center by a third party and that is used by SOUTHEAST), or an Entrance Facility obtained from a third party that has established an interconnection arrangement with SOUTHEAST.

64.1.9.12 ALLTEL may order from SOUTHEAST, in accordance with the rates, terms and conditions set forth in this Agreement and applicable SOUTHEAST Tariff(s) (or in the absence of applicable rates, terms and conditions set forth in this Agreement and SOUTHEAST Tariff(s), in accordance with rates, terms and conditions to be negotiated by the Parties), any of the methods for interconnection specified in Section 64.1.8 above.

64.2 Trunk Types.

64.2.1 In interconnecting their networks pursuant to this Attachment, the Parties will use, as appropriate, the following separate and distinct trunk groups:

64.2.1.1 Interconnection Trunks for the transmission and routing of Reciprocal Compensation Traffic, translated LEC IntraLATA toll free service access code (e.g., 800/888/877) traffic, and IntraLATA Toll Traffic, between their respective Telephone Exchange Service Customers, Tandem Transit Traffic, and, Measured Internet Traffic, all in accordance with Sections 67 through 70 of this Attachment;

64.2.1.2 Access Toll Connecting Trunks for the transmission and routing of Exchange Access traffic, including translated InterLATA toll free service access code (e.g., 800/888/877) traffic, between SOUTHEAST Telephone Exchange Service Customers and purchasers of Switched Exchange Access Service via a ALLTEL access Tandem in accordance with Sections 71 through 73 of this Attachment; and

64.2.1.3 Miscellaneous Trunk Groups as mutually agreed to by the Parties, including, but not limited to: (a) choke trunks for traffic congestion and testing; and, (b) untranslated IntraLATA/InterLATA toll free service access code (e.g. 800/888/877) traffic.

64.2.2 Other types of trunk groups may be used by the Parties as provided in other Attachments to this Agreement (e.g., 911/E911 Trunks; Information Services Trunks) or in other separate agreements between the Parties (e.g., Directory Assistance Trunks, Operator Services Trunks, BLV/BLVI Trunks).

64.2.3 Except as otherwise provided in this Agreement, the Parties will mutually agree upon where One-Way Interconnection Trunks (trunks with traffic going in one direction, including one-way trunks and uni-directional two-way trunks) and/or Two-Way Interconnection Trunks (trunks with traffic going in both directions) will be deployed.

64.2.4 In the event the volume of traffic between a ALLTEL End Office and the SOUTHEAST network, which is carried by a Final Tandem Interconnection Trunk group, exceeds the Centium Call Second (Hundred Call Second) busy hour equivalent of one (1) DS-1 at any time and/or 200,000 minutes of use for

a single month: (a) if One-Way Interconnection Trunks are used, the originating Party shall promptly establish new End Office One-Way Interconnection Trunk groups between the ALLTEL End Office and the SOUTHEAST network; or, (b) if Two-Way Interconnection Trunks are used, SOUTHEAST shall promptly submit an ASR to ALLTEL to establish new End Office Two-Way Interconnection Trunk group(s) between that ALLTEL End Office and the SOUTHEAST network.

- 64.2.5 Except as otherwise agreed in writing by the Parties, the total number of Tandem Interconnection Trunks between SOUTHEAST's network and a ALLTEL Tandem will be limited to a maximum of 240 trunks. In the event that the volume of traffic between SOUTHEAST's network and a ALLTEL Tandem exceeds, or reasonably can be expected to exceed, the capacity of the 240 trunks, SOUTHEAST shall promptly submit an ASR to ALLTEL to establish new or additional End Office Trunks to insure that the volume of traffic between SOUTHEAST's network and the ALLTEL Tandem does not exceed the capacity of the 240 trunks.

64.3 One-Way Interconnection Trunks.

- 64.3.1 Where the Parties have agreed to use One-Way Interconnection Trunks for the delivery of traffic from SOUTHEAST to ALLTEL, SOUTHEAST, at SOUTHEAST's own expense, shall:

provide its own facilities for delivery of the traffic to the SOUTHEAST Collocation arrangement at the ALLTEL-IP or to the third-party Collocation arrangement used by SOUTHEAST at the ALLTEL-IP; and/or

64.3.1.2 obtain transport for delivery of the traffic to the SOUTHEAST Collocation arrangement at the ALLTEL-IP or to the third-party Collocation arrangement used by SOUTHEAST at the ALLTEL-IP (a) from a third-party, or, (b) if ALLTEL offers such transport pursuant to this Agreement or an applicable ALLTEL Tariff, from ALLTEL; and/or

64.3.1.3 order the One-Way Trunks from ALLTEL in accordance with the rates, terms and conditions set forth in this Agreement and applicable ALLTEL Tariffs, for installation on an Entrance Facility obtained by SOUTHEAST from ALLTEL pursuant to Sections 64.1.6 and 64.1.7, and also order multiplexing and transport from ALLTEL pursuant to Sections 64.1.6 and 64.1.7.

64.3.1.3.1 For each Tandem One -Way Interconnection Trunk group provided by ALLTEL to SOUTHEAST with a utilization level of less than sixty percent (60%), unless the Parties agree otherwise, SOUTHEAST will promptly submit ASRs to disconnect a sufficient number of Interconnection Trunks to attain a utilization level of approximately sixty percent (60%).

- 64.3.2 Where the Parties have agreed to use One-Way Interconnection Trunks for the delivery of traffic from ALLTEL to SOUTHEAST, ALLTEL, at ALLTEL's own expense, shall:

64.3.2.1 provide its own facilities for delivery of the traffic to the ALLTEL Collocation arrangement or interconnection arrangement at the

SOUTHEAST-IP or to the third-party Collocation arrangement used by ALLTEL at the SOUTHEAST-IP; or

64.3.2.2 obtain transport for delivery of the traffic to the ALLTEL Collocation arrangement or interconnection arrangement at the SOUTHEAST-IP or to the third-party Collocation arrangement used by ALLTEL at the SOUTHEAST-IP (a) from a third-party, or, (b) if SOUTHEAST offers such transport pursuant to this Agreement or an applicable SOUTHEAST Tariff, from SOUTHEAST; or

64.3.2.3 order the One-Way Trunks from SOUTHEAST in accordance with the rates, terms and conditions set forth in this Agreement and applicable SOUTHEAST Tariffs for installation on an Entrance Facility obtained by ALLTEL from SOUTHEAST pursuant to Sections 0 and 0, or obtain the One-Way Trunks from a third-party that has established an interconnection arrangement with SOUTHEAST.

64.4 Two-Way Interconnection Trunks.

64.4.1 Where the Parties have agreed to use Two-Way Interconnection Trunks for the exchange of traffic between ALLTEL and SOUTHEAST, SOUTHEAST shall order from ALLTEL, and ALLTEL shall provide, the Two-Way Interconnection Trunks and the Entrance Facility, on which such Trunks will ride, and transport and multiplexing, in accordance with the rates, terms and conditions set forth in this Agreement and ALLTEL's applicable Tariffs.

64.4.2 Prior to ordering any Two-Way Interconnection Trunks from ALLTEL, SOUTHEAST shall meet with ALLTEL to conduct a joint planning meeting ("Joint Planning Meeting"). At that Joint Planning Meeting, each Party shall provide to the other Party originating Centium Call Second (Hundred Call Second) information, and the Parties shall mutually agree on the appropriate initial number of Two-Way End Office and Tandem Interconnection Trunks and the interface specifications at the Point of Interconnection (POI). Where the Parties have agreed to convert existing One-Way Interconnection Trunks to Two-Way Interconnection Trunks, at the Joint Planning Meeting, the Parties shall also mutually agree on the conversion process and project intervals for conversion of such One-Way Interconnection Trunks to Two-Way Interconnection Trunks.

64.4.3 Two-Way Interconnection Trunks shall be from a ALLTEL End Office or Tandem to a mutually agreed upon POI.

64.4.4 On a semi-annual basis, SOUTHEAST shall submit a good faith forecast to ALLTEL of the number of End Office and Tandem Two-Way Interconnection Trunks that SOUTHEAST anticipates ALLTEL will need to provide during the ensuing two (2) year period to carry traffic from SOUTHEAST to ALLTEL and from ALLTEL to SOUTHEAST. SOUTHEAST's trunk forecasts shall conform to the ALLTEL CLEC trunk forecasting guidelines as in effect at that time.

64.4.5 The Parties shall meet (telephonically or in person) from time to time, as needed, to review data on End Office and Tandem Two-Way Interconnection Trunks to determine the need for new trunk groups and to plan any necessary changes in the number of Two-Way Interconnection Trunks.

- 64.4.6 Two-Way Interconnection Trunks shall have SS7 Common Channel Signaling. The Parties agree to utilize B8ZS and Extended Super Frame (ESF) DS1 facilities, where available.
- 64.4.7 With respect to End Office Two-Way Interconnection Trunks, both Parties shall use an economic Centium Call Second (Hundred Call Second) equal to five (5).
- 64.4.8 Two-Way Interconnection Trunk groups that connect to a ALLTEL access Tandem shall be engineered using a design blocking objective of Neal-Wilkenson B.005 during the average time consistent busy hour. Two-Way Interconnection Trunk groups that connect to a ALLTEL local Tandem shall be engineered using a design blocking objective of Neal-Wilkenson B.01 during the average time consistent busy hour. ALLTEL and SOUTHEAST shall engineer Two-Way Interconnection Trunks using BOC Notes on the LEC Networks SR-TSV-002275.
- 64.4.9 The performance standard for final Two-Way Interconnection Trunk groups shall be that no such Interconnection Trunk group will exceed its design blocking objective (B.005 or B.01, as applicable) for three (3) consecutive calendar traffic study months.
- 64.4.10 SOUTHEAST shall determine and order the number of Two-Way Interconnection Trunks that are required to meet the applicable design blocking objective for all traffic carried on each Two-Way Interconnection Trunk group. SOUTHEAST shall order Two-Way Interconnection Trunks by submitting ASRs to ALLTEL setting forth the number of Two-Way Interconnection Trunks to be installed and the requested installation dates within ALLTEL's effective standard intervals or negotiated intervals, as appropriate. SOUTHEAST shall complete ASRs in accordance with OBF Guidelines as in effect from time to time.
- 64.4.11 ALLTEL may (but shall not be obligated to) monitor Two-Way Interconnection Groups using service results for the applicable design blocking objective. If ALLTEL observes blocking in excess of the applicable design objective on any Tandem Two-Way Interconnection Trunk group and SOUTHEAST has not notified ALLTEL that it has corrected such blocking, ALLTEL may submit to SOUTHEAST a Trunk Group Service Request directing SOUTHEAST to remedy the blocking. Upon receipt of a Trunk Group Service Request, SOUTHEAST will complete an ASR to augment the Two-Way Interconnection Trunk Group with excessive blocking and submit the ASR to ALLTEL within five (5) Business Days.
- 64.4.12 The Parties will review all Tandem Two-Way Interconnection Trunk groups that reach a utilization level of seventy percent (70%), or greater, to determine whether those groups should be augmented. SOUTHEAST will promptly augment all Tandem Two-Way Interconnection Trunk groups that reach a utilization level of eighty percent (80%) by submitting ASRs for additional trunks sufficient to attain a utilization level of approximately seventy percent (70%), unless the Parties agree that additional trunking is not required. For each Tandem Two-Way Interconnection Trunk group with a utilization level of less than sixty percent (60%), unless the Parties agree otherwise, SOUTHEAST will promptly submit ASRs to disconnect a sufficient number of Interconnection Trunks to attain a utilization level of approximately sixty percent (60%) for each respective group, unless the Parties agree that the Two-Way Interconnection Trunks should not be disconnected. In the event SOUTHEAST fails to submit an ASR for Two-Way Interconnection Trunks

in conformance with this section, ALLTEL may bill SOUTHEAST for the excess Interconnection Trunks at the applicable ALLTEL rates.

- 64.4.13 Because ALLTEL will not be in control of when and how many Two-Way Interconnection Trunks are established between its network and SOUTHEAST's network, ALLTEL's performance in connection with these Two-Way Interconnection Trunk groups shall not be subject to any performance measurements and remedies under this Agreement, and, except as otherwise required by Applicable Law, under any FCC or Commission approved carrier-to-carrier performance assurance guidelines or plan.
- 64.4.14 Upon three (3) months prior written notice and with the mutual agreement of the Parties, either Party may withdraw its traffic from a Two-Way Interconnection Trunk group and install One-Way Interconnection Trunks to the other Party's relevant POI, provided that, if a Party has failed to comply with this Agreement with regard to Two-Way Interconnection Trunks, the other Party may upon three (3) months prior written notice and without mutual agreement of the non-complying Party, withdraw its traffic from a Two-Way Interconnection Trunk group and install One-Way Interconnection Trunks to the non-complying Party's relevant POI.
- 64.4.15 SOUTHEAST will route its traffic to ALLTEL over the End Office and Tandem Two-Way Interconnection Trunks in accordance with SR-TAP-000191, including but not limited to those standards requiring that a call from SOUTHEAST to a ALLTEL End Office will first be routed to the End Office Interconnection Trunk group between SOUTHEAST and the ALLTEL End Office.
- 64.4.16 When the Parties implement Two-Way Interconnection Trunks, the Parties will work cooperatively to calculate a Proportionate Percentage of Use ("PPU") factor for each facility on which the Two-Way Interconnection Trunks ride, based on the total number of minutes of traffic that each Party sends over the Two-Way Interconnection Trunks riding on that facility. SOUTHEAST will pay a percentage of ALLTEL's monthly recurring charges for each facility on which the Two-Way Interconnection Trunks ride equal to SOUTHEAST's percentage of use of that facility as shown by the PPU. The PPU shall not be applied to calculate the charges for any portion of a facility that is on SOUTHEAST's side of SOUTHEAST's-IP, which charges shall be solely the financial responsibility of SOUTHEAST. During the first full calendar quarter (and any partial calendar quarter preceding such first full calendar quarter) after the first Two-Way Interconnection Trunk is established on a facility, the PPU for that facility will be fifty percent (50%) for each Party. For each calendar quarter thereafter, the Parties shall recalculate the PPU using actual traffic usage data for the preceding calendar quarter.
- 64.4.17 Non-recurring charges for the facility on which the Two-Way Interconnection Trunks ride shall be apportioned as follows: (a) for the portion of the facility on ALLTEL's side of the SOUTHEAST-IP, SOUTHEAST shall pay fifty percent (50%) of the ALLTEL non-recurring charges; and, (b) for the portion of the facility on SOUTHEAST's side of the SOUTHEAST-IP, SOUTHEAST shall be solely responsible for the non-recurring charges.
- 64.4.18 Notwithstanding the foregoing provisions of this Section 64.4.16, if SOUTHEAST fails to provide SOUTHEAST-IPs in accordance with this Agreement, SOUTHEAST will be responsible for one hundred percent (100%) of all recurring and non-recurring charges associated with Two-Way

Interconnection Trunk groups until SOUTHEAST establishes such
SOUTHEAST-IPs.

- 64.5 The initial interconnection point (IP) between the Parties will be existing interconnection between the Parties as is currently provisioned and existing at ALLTEL's tandem located in the ALLTEL Lexington Main Central Office.

65. Alternative Interconnection Arrangements

- 65.1 In addition to the foregoing methods of Interconnection, and subject to mutual agreement of the Parties, the Parties may agree to establish an End Point Fiber Meet arrangement, which may include a SONET backbone with an optical interface at the OC-n level in accordance with the terms of this Section. The Fiber Distribution Frame at the SOUTHEAST location shall be designated as the POI for both Parties.
- 65.2 The establishment of any End Point Fiber Meet arrangement is expressly conditioned upon the Parties' reaching prior written agreement on routing, appropriate sizing and forecasting, equipment, ordering, provisioning, maintenance, repair, testing, augment, and compensation, procedures and arrangements, reasonable distance limitations, and on any other arrangements necessary to implement the End Point Fiber Meet arrangement.
- 65.3 Except as otherwise agreed by the Parties, End Point Fiber Meet arrangements shall be used only for the termination of Reciprocal Compensation Traffic, Measured Internet Traffic, and IntraLATA Toll Traffic.

66. Initiating Interconnection

- 66.1 If SOUTHEAST determines to offer Telephone Exchange Services and to interconnect with ALLTEL in any LATA in which ALLTEL also offers Telephone Exchange Services and in which the Parties are not already interconnected pursuant to this Agreement, SOUTHEAST shall provide written notice to ALLTEL of the need to establish Interconnection in such LATA pursuant to this Agreement.
- 66.2 The notice provided in Section 66.1 shall include (a) the initial Routing Point(s); (b) the applicable SOUTHEAST-IPs to be established in the relevant LATA in accordance with this Agreement; (c) SOUTHEAST's intended Interconnection activation date; (d) a forecast of SOUTHEAST's trunking requirements conforming to Section 76.3; and (e) such other information as ALLTEL shall reasonably request in order to facilitate Interconnection.
- 66.3 The interconnection activation date in the new LATA shall be mutually agreed to by the Parties after receipt by ALLTEL of all necessary information as indicated above. Within ten (10) Business Days of ALLTEL's receipt of SOUTHEAST's notice provided for in Section 66.1, ALLTEL and SOUTHEAST shall confirm the ALLTEL-IP(s), the SOUTHEAST-IP(s) and the mutually agreed upon Interconnection activation date for the new LATA.

67. Transmission and Routing of Telephone Exchange Service Traffic

- 67.1 Scope of Traffic.

Section 67 prescribes parameters for Interconnection Trunks used for Interconnection pursuant to Sections 64 through 66 of this Attachment.

- 67.2 Trunk Group Connections and Ordering.

- 67.2.1 For One-Way or Two-Way Interconnection Trunks, both Parties shall use either a DS-1 or DS-3 facilities interface at the POI. When and where an

STS-1 interface is available, the Parties may agree to use such an interface. Upon mutual agreement, the Parties may agree to use an optical interface (such as OC-n).

67.2.2 When One-Way or Two-Way Interconnection Trunks are provisioned using a DS-3 interface facility, then SOUTHEAST shall order the multiplexed DS-3 facilities to the ALLTEL Central Office that is designated in the NECA 4 Tariff as an Intermediate Hub location, unless otherwise agreed to in writing by ALLTEL. The specific NECA 4 Intermediate Hub location to be used for One-Way or Two-Way Interconnection Trunks shall be in the appropriate Tandem subtending area based on the LERG. In the event the appropriate DS-3 Intermediate Hub is not used, then SOUTHEAST shall pay 100% of the facility charges for the One-Way or Two-Way Interconnection Trunks.

67.2.3 Each Party will identify its Carrier Identification Code, a three or four digit numeric code obtained from Telcordia, to the other Party when ordering a trunk group.

67.2.4 Unless mutually agreed to by both Parties, each Party will outpulse ten (10) digits to the other Party.

67.2.5 Each Party will use commercially reasonable efforts to monitor trunk groups under its control and to augment those groups using generally accepted trunk engineering standards so as to not exceed blocking objectives. Each Party agrees to use modular trunk engineering techniques for trunks subject to this Attachment.

67.3 Switching System Hierarchy and Trunking Requirements.

For purposes of routing SOUTHEAST traffic to ALLTEL, the subtending arrangements between ALLTEL Tandem Switches and ALLTEL End Office Switches shall be the same as the Tandem/End Office subtending arrangements ALLTEL maintains for the routing of its own or other carriers' traffic. For purposes of routing ALLTEL traffic to SOUTHEAST, the subtending arrangements between SOUTHEAST Tandem Switches and SOUTHEAST End Office Switches shall be the same as the Tandem/End Office subtending arrangements that SOUTHEAST maintains for the routing of its own or other carriers' traffic.

67.4 Signaling.

Each Party will provide the other Party with access to its databases and associated signaling necessary for the routing and completion of the other Party's traffic in accordance with the provisions contained in the Unbundled Network Element Attachment or applicable access tariff.

67.5 Grades of Service.

The Parties shall initially engineer and shall monitor and augment all trunk groups consistent with the Joint Process as set forth in Section 76.1.

68. Traffic Measurement and Billing over Interconnection Trunks

68.1 For billing purposes, each Party shall pass Calling Party Number (CPN) information on at least ninety-five percent (95%) of calls carried over the Interconnection Trunks.

68.1.1 As used in this Section 68, "Traffic Rate" means the applicable Reciprocal Compensation Traffic rate, Measured Internet Traffic rate, intrastate Switched

Exchange Access Service rate, interstate Switched Exchange Access Service rate, or intrastate/interstate Tandem Transit Traffic rate, as provided in the Pricing Attachment, an applicable Tariff, or, for Measured Internet Traffic, the FCC Internet Order.

- 68.1.2 If the originating Party passes CPN on ninety-five percent (95%) or more of its calls, the receiving Party shall bill the originating Party the Traffic Rate applicable to each relevant minute of traffic for which CPN is passed. For any remaining (up to 5%) calls without CPN information, the receiving Party shall bill the originating Party for such traffic at the Traffic Rate applicable to each relevant minute of traffic, in direct proportion to the minutes of use of calls passed with CPN information.
- 68.1.3 If the originating Party passes CPN on less than ninety-five percent (95%) of its calls and the originating Party chooses to combine Reciprocal Compensation Traffic and Toll Traffic on the same trunk group, the receiving Party shall bill the higher of its interstate Switched Exchange Access Service rates or its intrastate Switched Exchange Access Services rates for all traffic that is passed without CPN, unless the Parties agree that other rates should apply to such traffic.
- 68.2 At such time as a receiving Party has the capability, on an automated basis, to use such CPN to classify traffic delivered over Interconnection Trunks by the other Party by Traffic Rate type (e.g., Reciprocal Compensation Traffic/Measured Internet Traffic, intrastate Switched Exchange Access Service, interstate Switched Exchange Access Service, or intrastate/interstate Tandem Transit Traffic), such receiving Party shall bill the originating Party the Traffic Rate applicable to each relevant minute of traffic for which CPN is passed. If the receiving Party lacks the capability, on an automated basis, to use CPN information on an automated basis to classify traffic delivered by the other Party by Traffic Rate type, the originating Party will supply Traffic Factor 1 and Traffic Factor 2. The Traffic Factors shall be supplied in writing by the originating Party within thirty (30) days of the Effective Date and shall be updated in writing by the originating Party quarterly. Measurement of billing minutes for purposes of determining terminating compensation shall be in conversation seconds (the time in seconds that the Parties equipment is used for a completed call, measured from the receipt of answer supervision to the receipt of disconnect supervision). Measurement of billing minutes for originating toll free service access code (e.g., 800/888/877) calls shall be in accordance with applicable Tariffs. Determinations as to whether traffic is Reciprocal Compensation Traffic or Measured Internet Traffic shall be made in accordance with Section 0 below.
- 68.3 Each Party reserves the right to audit all Traffic, up to a maximum of two audits per calendar year, to ensure that rates are being applied appropriately; provided, however, that either Party shall have the right to conduct additional audit(s) if the preceding audit disclosed material errors or discrepancies. Each Party agrees to provide the necessary Traffic data in conjunction with any such audit in a timely manner.
- 68.4 Nothing in this Agreement shall be construed to limit either Party's ability to designate the areas within which that Party's Customers may make calls which that Party rates as "local" in its Customer Tariffs.

69. Reciprocal Compensation Arrangements Pursuant to Section 251(b)(5) of the Act

- 69.1 Reciprocal Compensation Traffic Interconnection Points.
 - 69.1.1 Except as otherwise agreed by the Parties, the Interconnection Points ("IPs") from which SOUTHEAST will provide transport and termination of

Reciprocal Compensation Traffic to its Customers ("SOUTHEAST-IPs") shall be as follows:

69.1.1.1 For each LATA in which SOUTHEAST requests to interconnect with ALLTEL, except as otherwise agreed by the Parties, SOUTHEAST shall establish a SOUTHEAST IP in each ALLTEL Local Calling Area (as defined below) where SOUTHEAST chooses to assign telephone numbers to its Customers. SOUTHEAST shall establish such SOUTHEAST-IP consistent with the methods of interconnection and interconnection trunking architectures that it will use pursuant to Section 64 or Section 65 of this Attachment. For purposes of this Section 0, ALLTEL Local Calling Areas shall be as defined in ALLTEL's effective Customer tariffs and include a non-optional Extended Local Calling Scope Arrangement, but do not include an optional Extended Local Calling Scope Arrangement. If SOUTHEAST fails to establish IPs in accordance with the preceding sentences of this Section 0, (a) ALLTEL may pursue available dispute resolution mechanisms; and, (b) SOUTHEAST shall bill and ALLTEL shall pay the lesser of the negotiated intercarrier compensation rate or the End Office Reciprocal Compensation rate for the relevant traffic less ALLTEL's transport rate, tandem switching rate (to the extent traffic is tandem switched), and other costs (to the extent that ALLTEL purchases such transport from SOUTHEAST or a third party), from the originating ALLTEL End Office to the receiving SOUTHEAST-IP.

69.1.1.2 At any time that SOUTHEAST establishes a Collocation site at a ALLTEL End Office Wire Center in a LATA in which SOUTHEAST is interconnected or requesting interconnection with ALLTEL, either Party may request in writing that such SOUTHEAST Collocation site be established as the SOUTHEAST-IP for traffic originated by ALLTEL Customers served by that End Office. Upon such request, the Parties shall negotiate in good faith mutually acceptable arrangements for the transition to such SOUTHEAST-IP. If the Parties have not reached agreement on such arrangements within thirty (30) days, (a) either Party may pursue available dispute resolution mechanisms; and, (b) SOUTHEAST shall bill and ALLTEL shall pay the lesser of the negotiated intercarrier compensation rate or the End Office Reciprocal Compensation rate for the relevant traffic less ALLTEL's transport rate, tandem switching rate (to the extent traffic is tandem switched), and other costs (to the extent that ALLTEL purchases such transport from SOUTHEAST or a third party), from the originating ALLTEL End Office to the receiving SOUTHEAST-IP.

69.1.1.3 In any LATA where the Parties are already interconnected prior to the effective date of this Agreement, SOUTHEAST may maintain existing CLEC-IPs, except that ALLTEL may request in writing to transition such SOUTHEAST-IPs to the SOUTHEAST-IPs described in subsections 0 and 0, above. Upon such request, the Parties shall negotiate mutually satisfactory arrangements for the transition to CLEC-IPs that conform to subsections 0 and 0 above. If the Parties have not reached agreement on such arrangements within thirty (30) days, (a) either Party may pursue available dispute resolution mechanisms; and, (b) SOUTHEAST shall bill and ALLTEL shall pay only the lesser of the negotiated intercarrier compensation rate or the End Office reciprocal compensation rate for relevant traffic, less ALLTEL's transport rate, tandem switching rate (to the extent traffic is tandem switched), and other costs (to the extent that ALLTEL purchases such transport from SOUTHEAST or a third party), from ALLTEL's originating End Office to the SOUTHEAST IP.

69.1.2 Except as otherwise agreed by the Parties, the Interconnection Points ("IPs") from which ALLTEL will provide transport and termination of Reciprocal Compensation Traffic to its Customers ("ALLTEL-IPs") shall be as follows:

69.1.2.1 For Reciprocal Compensation Traffic delivered by SOUTHEAST to the ALLTEL Tandem subtended by the terminating End Office serving the ALLTEL Customer, the ALLTEL-IP will be the ALLTEL Tandem switch.

69.1.2.2 For Reciprocal Compensation Traffic delivered by SOUTHEAST to the ALLTEL terminating End Office serving the ALLTEL Customer, the ALLTEL-IP will be ALLTEL End Office switch.

69.1.3 Should either Party offer additional IPs to any Telecommunications Carrier that is not a Party to this Agreement, the other Party may elect to deliver traffic to such IPs for the NXXs or functionalities served by those IPs. To the extent that any such SOUTHEAST-IP is not located at a Collocation site at a ALLTEL Tandem Wire Center or ALLTEL End Office Wire Center, then SOUTHEAST shall permit ALLTEL to establish physical Interconnection through collocation or other operationally comparable arrangements acceptable to ALLTEL at the SOUTHEAST-IP.

69.1.4 Each Party is responsible for delivering its Reciprocal Compensation Traffic that is to be terminated by the other Party to the other Party's relevant IP.

69.2 Reciprocal Compensation.

The Parties shall compensate each other for the transport and termination of Reciprocal Compensation Traffic delivered to the terminating Party in accordance with Section 251(b)(5) of the Act at the rates stated in the Pricing Attachment. These rates are to be applied at the SOUTHEAST-IP for traffic delivered by ALLTEL for termination by SOUTHEAST, and at the ALLTEL-IP for traffic delivered by SOUTHEAST for termination by ALLTEL. Except as expressly specified in this Agreement, no additional charges shall apply for the termination from the IP to the Customer of Reciprocal Compensation Traffic delivered to the ALLTEL-IP by SOUTHEAST or the SOUTHEAST-IP by ALLTEL. When such Reciprocal Compensation Traffic is delivered over the same trunks as Toll Traffic, any port or transport or other applicable access charges related to the delivery of Toll Traffic from the IP to an end user shall be prorated to be applied only to the Toll Traffic. The designation of traffic as Reciprocal Compensation Traffic for purposes of Reciprocal Compensation shall be based on the actual originating and terminating points of the complete end-to-end communication.

69.3 Traffic Not Subject to Reciprocal Compensation.

69.3.1 Reciprocal Compensation shall not apply to interstate or intrastate Exchange Access, Information Access, or exchange services for Exchange Access or Information Access.

69.3.2 Reciprocal Compensation shall not apply to Internet Traffic.

69.3.2.1 The determination of whether traffic is Reciprocal Compensation Traffic or Internet Traffic shall be performed in accordance with Paragraphs 8 and 79, and other applicable provisions, of the FCC Internet Order (including, but not limited to, in accordance with the rebuttable presumption established by the FCC Internet Order that traffic delivered to a carrier that exceeds a 3:1 ratio of terminating to originating traffic is Internet Traffic, and in accordance with the process established by the FCC Internet Order for rebutting such presumption before the Commission).

- 69.3.3 Reciprocal Compensation shall not apply to Toll Traffic, including, but not limited to, calls originated on a 1+ presubscription basis, or on a casual dialed (10XXX/101XXX) basis.
- 69.3.4 Reciprocal Compensation shall not apply to Optional Extended Local Calling Area Traffic.
- 69.3.5 Reciprocal Compensation shall not apply to special access, private line, or any other traffic that is not switched by the terminating Party.
- 69.3.6 Reciprocal Compensation shall not apply to Tandem Transit Traffic.
- 69.3.7 Reciprocal Compensation shall not apply to Voice Information Service Traffic (as defined in Section 5 of the Additional Services Attachment).
- 69.4 The Reciprocal Compensation rates (including, but not limited to, the Reciprocal Compensation per minute of use charges) billed by SOUTHEAST to ALLTEL shall not exceed the Reciprocal Compensation rates (including, but not limited to, Reciprocal Compensation per minute of use charges) billed by ALLTEL to SOUTHEAST.

70. Other Types of Traffic

- 70.1 Notwithstanding any other provision of this Agreement or any Tariff: (a) the Parties' rights and obligations with respect to any intercarrier compensation that may be due in connection with their exchange of Internet Traffic shall be governed by the terms of the FCC Internet Order and other applicable FCC orders and FCC Regulations; and, (b) a Party shall not be obligated to pay any intercarrier compensation for Internet Traffic that is in excess of the intercarrier compensation for Internet Traffic that such Party is required to pay under the FCC Internet Order and other applicable FCC orders and FCC Regulations.
- 70.2 Subject to Section 70.1 above, interstate and intrastate Exchange Access, Information Access, exchange services for Exchange Access or Information Access, and Toll Traffic, shall be governed by the applicable provisions of this Agreement and applicable Tariffs.
- 70.3 For any traffic originating with a third party carrier and delivered by SOUTHEAST to ALLTEL, SOUTHEAST shall pay ALLTEL the same amount that such third party carrier would have been obligated to pay ALLTEL for termination of that traffic at the location the traffic is delivered to ALLTEL by SOUTHEAST.
- 70.4 Any traffic not specifically addressed in this Agreement shall be treated as required by the applicable Tariff of the Party transporting and/or terminating the traffic.
- 70.5 Interconnection Points.
 - 70.5.1 The IP of a Party ("Receiving Party") for Measured Internet Traffic delivered to the Receiving Party by the other Party shall be the same as the IP of the Receiving Party for Reciprocal Compensation Traffic under Section 69.1 above.
 - 70.5.2 Except as otherwise set forth in the applicable Tariff of a Party ("Receiving Party") that receives Toll Traffic from the other Party, the IP of the Receiving Party for Toll Traffic delivered to the Receiving Party by the other Party shall be the same as the IP of the Receiving Party for Reciprocal Compensation Traffic under Section 69.1 above.
 - 70.5.3 The IP for traffic exchanged between the Parties that is not Reciprocal Compensation Traffic, Measured Internet Traffic or Toll Traffic, shall be as

specified in the applicable provisions of this Agreement or the applicable Tariff of the receiving Party, or in the absence of applicable provisions in this Agreement or a Tariff of the receiving Party, as mutually agreed by the Parties.

71. Transmission and Routing of Exchange Access Traffic

71.1 Scope of Traffic.

Section 71 prescribes parameters for certain trunks to be established over the Interconnections specified in Sections 64 through 67 of this Attachment for the transmission and routing of traffic between SOUTHEAST Telephone Exchange Service Customers and Interexchange Carriers ("Access Toll Connecting Trunks"), in any case where SOUTHEAST elects to have its End Office Switch subtend a ALLTEL Tandem. This includes casually-dialed (1010XXX and 101XXXX) traffic.

71.2 Access Toll Connecting Trunk Group Architecture.

- 71.2.1 If SOUTHEAST chooses to subtend a ALLTEL access Tandem, SOUTHEAST's NPA/NXX must be assigned by SOUTHEAST to subtend the same ALLTEL access Tandem that a ALLTEL NPA/NXX serving the same Rate Center Area subtends as identified in the LERG.
- 71.2.2 SOUTHEAST shall establish Access Toll Connecting Trunks pursuant to applicable access Tariffs by which it will provide Switched Exchange Access Services to Interexchange Carriers to enable such Interexchange Carriers to originate and terminate traffic to and from SOUTHEAST's Customers.
- 71.2.3 The Access Toll Connecting Trunks shall be two-way trunks. Such trunks shall connect the End Office SOUTHEAST utilizes to provide Telephone Exchange Service and Switched Exchange Access to its Customers in a given LATA to the Tandem ALLTEL utilizes to provide Exchange Access in such LATA.
- 71.2.4 Access Toll Connecting Trunks shall be used solely for the transmission and routing of Exchange Access to allow SOUTHEAST's Customers to connect to or be connected to the interexchange trunks of any Interexchange Carrier which is connected to a ALLTEL access tandem.

72. Meet-Point Billing Arrangements

- 72.1 SOUTHEAST and ALLTEL will establish Meet-Point Billing (MPB) arrangements in order to provide a common transport option to Switched Exchange Access Services customers via a ALLTEL access Tandem Switch in accordance with the Meet Point Billing guidelines contained in the OBF's MECAB and MECOD documents, except as modified herein, and in ALLTEL's applicable Tariffs. The arrangements described in this Section 72 are intended to be used to provide Switched Exchange Access Service where the transport component of the Switched Exchange Access Service is routed through an access Tandem Switch that is provided by ALLTEL.
- 72.2 In each LATA, the Parties shall establish MPB arrangements for the applicable SOUTHEAST Routing Point/ALLTEL Serving Wire Center combinations.
- 72.3 Interconnection for the MPB arrangement shall occur at the ALLTEL access Tandems in the LATA, unless otherwise agreed to by the Parties.

- 72.4 SOUTHEAST and ALLTEL will use reasonable efforts, individually and collectively, to maintain provisions in their respective state access Tariffs, and/or provisions within the National Exchange Carrier Association (NECA) Tariff No. 4, or any successor Tariff sufficient to reflect the MPB arrangements established pursuant to this Agreement.
- 72.5 In general, there are four alternative Meet-Point Billing arrangements possible, which are: Single Bill/Single Tariff, Multiple Bill/Single Tariff, Multiple Bill/Multiple Tariff, and Single Bill/Multiple Tariff, as outlined in the OBF MECAB Guidelines.
- Each Party shall implement the "Multiple Bill/Single Tariff" or "Multiple Bill/Multiple Tariff" option, as appropriate, in order to bill an IXC for the portion of the MPB arrangement provided by that Party.
- 72.6 The rates to be billed by each Party for the portion of the MPB arrangement provided by it shall be as set forth in that Party's applicable Tariffs, or other document that contains the terms under which that Party's access services are offered. For each SOUTHEAST Routing Point/ALLTEL Serving Wire Center combination, the MPB billing percentages for transport between the SOUTHEAST Routing Point and the ALLTEL Serving Wire Center shall be calculated in accordance with the formula set forth in Section 72.17.
- 72.7 Each Party shall provide the other Party with the billing name, billing address, and Carrier Identification Code (CIC) of the IXC, and identification of the ALLTEL Wire Center serving the IXC in order to comply with the MPB notification process as outlined in the MECAB document.
- 72.8 ALLTEL shall provide SOUTHEAST with the Switched Access Detail Usage Data (EMI category 1101XX records) on magnetic tape or via such other media as the Parties may agree to, no later than ten (10) Business Days after the date the usage occurred.
- 72.9 SOUTHEAST shall provide ALLTEL with the Switched Access Summary Usage Data (EMI category 1150XX records) on magnetic tape or via such other media as the Parties may agree, no later than ten (10) Business Days after the date of its rendering of the bill to the relevant IXC, which bill shall be rendered no less frequently than monthly.
- 72.10 All usage data to be provided pursuant to Sections 72.8 and 72.9 shall be sent to the following addresses:

To SOUTHEAST:

[REDACTED]

For ALLTEL:

[REDACTED]
ALLTEL Communications, Inc.
One Allied Drive
Little Rock, AR 72202

Either Party may change its address for receiving usage data by notifying the other Party in writing pursuant to Section 29 of the General Terms and Conditions.

- 72.11 SOUTHEAST and ALLTEL shall coordinate and exchange the billing account reference (BAR) and billing account cross reference (BACR) numbers or Operating Company Number ("OCN"), as appropriate, for the MPB arrangements described in this Section

72. Each Party shall notify the other if the level of billing or other BAR/BACR elements change, resulting in a new BAR/BACR number, or if the OCN changes.
- 72.12 Each Party agrees to provide the other Party with notification of any errors it discovers in MPB data within thirty (30) calendar days of the receipt of the original data. The other Party shall attempt to correct the error and resubmit the data within ten (10) Business Days of the notification. In the event the errors cannot be corrected within such ten- (10) Business-Day period, the erroneous data will be considered lost. In the event of a loss of data, whether due to uncorrectable errors or otherwise, both Parties shall cooperate to reconstruct the lost data and, if such reconstruction is not possible, shall accept a reasonable estimate of the lost data based upon prior usage data.
- 72.13 Either Party may request a review or audit of the various components of access recording up to a maximum of two (2) audits per calendar year. All costs associated with each review and audit shall be borne by the requesting Party. Such review or audit shall be conducted subject to Section 7 of the General Terms and Conditions and during regular business hours. A Party may conduct additional audits, at its expense, upon the other Party's consent, which consent shall not be unreasonably withheld.
- 72.14 Except as expressly set forth in this Agreement, nothing contained in this Section 72 shall create any liability for damages, losses, claims, costs, injuries, expenses or other liabilities whatsoever on the part of either Party.
- 72.15 MPB will apply for all traffic bearing the 500, 900, toll free service access code (e.g. 800/888/877) (to the extent provided by an IXC) or any other non-geographic NPA which may be designated for such traffic in the future.
- 72.16 In the event SOUTHEAST determines to offer Telephone Exchange Services in a LATA in which ALLTEL operates an access Tandem Switch, ALLTEL shall permit and enable SOUTHEAST to subten the ALLTEL access Tandem Switch(es) designated for the ALLTEL End Offices in the area where there are located SOUTHEAST Routing Point(s) associated with the NPA NXX(s) to/from which the Switched Exchange Access Services are homed.
- 72.17 Except as otherwise mutually agreed by the Parties, the MPB billing percentages for each Routing Point/ALLTEL Serving Wire Center combination shall be calculated according to the following formula, unless as mutually agreed to by the Parties:
- $$a / (a + b) = \text{SOUTHEAST Billing Percentage}$$
- and
- $$b / (a + b) = \text{ALLTEL Billing Percentage}$$
- where:
- a = the airline mileage between SOUTHEAST Routing Point and the actual point of interconnection for the MPB arrangement; and
- b = the airline mileage between the ALLTEL Serving Wire Center and the actual point of interconnection for the MPB arrangement.
- 72.18 SOUTHEAST shall inform ALLTEL of each LATA in which it intends to offer Telephone Exchange Services and its calculation of the billing percentages which should apply for such arrangement. Within ten (10) Business Days of SOUTHEAST's delivery of notice to ALLTEL, ALLTEL and SOUTHEAST shall confirm the Routing Point/ALLTEL Serving Wire Center combination and billing percentages.

73. Toll Free Service Access Code (e.g., 800/888/877) Traffic

The following terms shall apply when either Party delivers toll free service access code (e.g., 800/877/888)("8YY") calls to the other Party. For the purposes of this Section 73, the terms "translated" and "untranslated" refers to those toll free service access code calls that have been queried ("translated") or have not been queried ("untranslated") to an 8YY database. Except as otherwise agreed to by the Parties, all SOUTHEAST originating "untranslated" 8YY traffic will be routed over a separate one-way trunk group.

73.1 When SOUTHEAST delivers translated 8YY calls to ALLTEL for completion,

73.1.1 to an IXC, SOUTHEAST shall:

73.1.1.1 provide an appropriate EMI record to ALLTEL for processing and Meet Point Billing in accordance with Section 72 above; and

73.1.1.2 bill the IXC the SOUTHEAST query charge associated with the call.

73.1.2 to ALLTEL or another LEC that is a toll free service access code service provider in the LATA, SOUTHEAST shall:

provide an appropriate EMI record to the toll free service access code service provider; and

bill to the toll free service access code service provider the SOUTHEAST's Tariffed Feature Group D ("FGD") Switched Exchange Access or Reciprocal Compensation charges, as applicable, and the SOUTHEAST query charge; and

ALLTEL shall bill applicable Tandem Transit Service charges and associated passthrough charges to SOUTHEAST.

73.2 When ALLTEL performs the query and delivers translated 8YY calls, originated by ALLTEL's or another LEC's Customer,

73.2.1 to SOUTHEAST in it's capacity as a toll free service access code service provider, ALLTEL shall:

bill SOUTHEAST the ALLTEL query charge associated with the call as specified in the Pricing Attachment; and

provide an appropriate EMI record to SOUTHEAST; and

bill SOUTHEAST ALLTEL's Tariffed FGD Switched Exchange Access or Reciprocal Compensation charges as applicable.

73.3 When SOUTHEAST: delivers untranslated 8YY calls to ALLTEL for completion,

73.3.1 to an IXC, ALLTEL shall:

query the call and route the call to the appropriate IXC; and

provide an appropriate EMI record to SOUTHEAST to facilitate billing to the IXC; and

bill the IXC the ALLTEL query charge associated with the call and any other applicable ALLTEL charges.

73.3.2 to ALLTEL or another LEC that is a toll free service access code service provider in the LATA, ALLTEL shall:

query the call and route the call to the appropriate LEC toll free service access code service provider; and

provide an appropriate EMI record to SOUTHEAST; to facilitate billing to the LEC toll free service access code service provider; and

bill the LEC toll free service access code service provider the query charge associated with the call and any other applicable ALLTEL charges.

73.4 ALLTEL will not direct untranslated toll free service access code call to SOUTHEAST.

74. Tandem Transit Traffic

- 74.1 As used in this Section 74, Tandem Transit Traffic is Telephone Exchange Service traffic that originates on SOUTHEAST's network, and is transported through a ALLTEL Tandem to the Central Office of a CLEC, ILEC other than ALLTEL, Commercial Mobile Radio Service (CMRS) carrier, or other LEC, that subtends the relevant ALLTEL Tandem to which SOUTHEAST delivers such traffic. Neither the originating nor terminating customer is a Customer of ALLTEL. Subtending Central Offices shall be determined in accordance with and as identified in the Local Exchange Routing Guide (LERG). Switched Exchange Access Service traffic is not Tandem Transit Traffic.
- 74.2 Tandem Transit Traffic Service provides SOUTHEAST with the transport of Tandem Transit Traffic as provided below.
- 74.3 Tandem Transit Traffic may be routed over the Interconnection Trunks described in Sections 64 through 68. SOUTHEAST shall deliver each Tandem Transit Traffic call to ALLTEL with CCS and the appropriate Transactional Capabilities Application Part ("TCAP") message to facilitate full interoperability of CLASS Features and billing functions.
- 74.4 SOUTHEAST shall exercise its best efforts to enter into a reciprocal Telephone Exchange Service traffic arrangement (either via written agreement or mutual Tariffs) with any CLEC, ILEC, CMRS carrier, or other LEC, to which it delivers Telephone Exchange Service traffic that transits ALLTEL's Tandem Office. If SOUTHEAST does not enter into and provide notice to ALLTEL of the above referenced arrangement within 180 days of the initial traffic exchange with relevant third party carriers, then ALLTEL may, at its sole discretion, terminate Tandem Transit Service at anytime upon thirty (30) days written notice to SOUTHEAST.
- 74.5 SOUTHEAST shall pay ALLTEL for Transit Service that SOUTHEAST originates at the rate specified in the Pricing Attachment, plus any additional charges or costs the receiving CLEC, ILEC, CMRS carrier, or other LEC, imposes or levies on ALLTEL for the delivery or termination of such traffic, including any Switched Exchange Access Service charges.
- 74.6 ALLTEL will not provide Tandem Transit Traffic Service for Tandem Transit Traffic to be delivered to a CLEC, ILEC, CMRS carrier, or other LEC, if the volume of Tandem Transit Traffic to be delivered to that carrier exceeds one (1) DS1 level volume of calls.
- 74.7 If or when a third party carrier's Central Office subtends a SOUTHEAST Central Office, then SOUTHEAST shall offer to ALLTEL a service arrangement equivalent to or the same as Tandem Transit Service provided by ALLTEL to SOUTHEAST as defined in this Section 74 such that ALLTEL may terminate calls to a Central Office of a CLEC,

ILEC, CMRS carrier, or other LEC, that subtends a SOUTHEAST Central Office ("Reciprocal Tandem Transit Service"). SOUTHEAST shall offer such Reciprocal Transit Service arrangements under terms and conditions no less favorable than those provided in this Section 74.

- 74.8 Neither Party shall take any actions to prevent the other Party from entering into a direct and reciprocal traffic exchange agreement with any carrier to which it originates, or from which it terminates, traffic.

75. Number Resources, Rate Center Areas and Routing Points

- 75.1 Nothing in this Agreement shall be construed to limit or otherwise adversely affect in any manner either Party's right to employ or to request and be assigned any Central Office Codes ("NXX") pursuant to the Central Office Code Assignment Guidelines and any relevant FCC or Commission orders, as may be amended from time to time, or to establish, by Tariff or otherwise, Rate Center Areas and Routing Points corresponding to such NXX codes.
- 75.2 It shall be the responsibility of each Party to program and update its own switches and network systems pursuant to information provided on ASRs as well as the LERG in order to recognize and route traffic to the other Party's assigned NXX codes. Except as expressly set forth in this Agreement, neither Party shall impose any fees or charges whatsoever on the other Party for such activities.
- 75.3 Unless otherwise required by Commission order, the Rate Center Areas will be the same for each Party. During the term of this Agreement, SOUTHEAST shall adopt the Rate Center Area and Rate Center Points that the Commission has approved for ALLTEL within the LATA and Tandem serving area. SOUTHEAST shall assign whole NPA-NXX codes to each Rate Center Area unless otherwise ordered by the FCC, the Commission or another governmental entity of appropriate jurisdiction, or the LEC industry adopts alternative methods of utilizing NXXs.
- 75.4 SOUTHEAST will also designate a Routing Point for each assigned NXX code. SOUTHEAST shall designate one location for each Rate Center Area in which the SOUTHEAST has established NXX code(s) as the Routing Point for the NPA-NXXs associated with that Rate Center Area, and such Routing Point shall be within the same LATA as the Rate Center Area but not necessarily within the Rate Center Area itself. Unless specified otherwise, calls to subsequent NXXs of SOUTHEAST will be routed in the same manner as calls to SOUTHEAST's initial NXXs.
- 75.5 Notwithstanding anything to the contrary contained herein, nothing in this Agreement is intended, and nothing in this Agreement shall be construed, to in any way constrain SOUTHEAST's choices regarding the size of the local calling area(s) that SOUTHEAST may establish for its Customers, which local calling areas may be larger than, smaller than, or identical to ALLTEL's local calling areas.

76. Joint Network Implementation and Grooming Process; and Installation, Maintenance, Testing and Repair

- 76.1 Joint Network Implementation and Grooming Process.

Upon request of either Party, the Parties shall jointly develop an implementation and grooming process (the "Joint Grooming Process" or "Joint Process") which may define and detail, inter alia:

- 76.1.1 standards to ensure that Interconnection Trunks experience a grade of service, availability and quality which is comparable to that achieved on interoffice

trunks within ALLTEL's network and in accord with all appropriate relevant industry-accepted quality, reliability and availability standards. Except as otherwise stated in this Agreement, trunks provided by either Party for Interconnection services will be engineered using a design-blocking objective of B.01.

- 76.1.2 the respective duties and responsibilities of the Parties with respect to the administration and maintenance of the trunk groups, including, but not limited to, standards and procedures for notification and discoveries of trunk disconnects;
- 76.1.3 disaster recovery provision escalations;
- 76.1.4 additional technically feasible and geographically relevant IP(s) in a LATA as provided in Section 64; and
- 76.1.5 such other matters as the Parties may agree, including, e.g., End Office to End Office high usage trunks as good engineering practices may dictate.

76.2 Installation, Maintenance, Testing and Repair.

Unless otherwise agreed in writing by the Parties, to the extent required by Applicable Law, Interconnection provided by a Party shall be equal in quality to that provided by such Party to itself, any subsidiary, affiliates or third party. If either Party is unable to fulfill its obligations under this Section 76.2, it shall notify the other Party of its inability to do so and will negotiate alternative intervals in good faith. The Parties agree that to the extent required by Applicable Law, the standards to be used by a Party for isolating and clearing any disconnections and/or other outages or troubles shall be at parity with standards used by such Party with respect to itself, any subsidiary, affiliate or third party.

76.3 Forecasting Requirements for Trunk Provisioning.

Within ninety (90) days of executing this Agreement, SOUTHEAST shall provide ALLTEL a two (2) year traffic forecast. This initial forecast will provide the amount of traffic to be delivered to and from ALLTEL over each of the Interconnection Trunk groups over the next eight (8) quarters. The forecast shall be updated and provided to ALLTEL on an as-needed basis but no less frequently than semiannually. All forecasts shall comply with the ALLTEL CLEC Interconnection Trunking Forecast Guide and shall include, at a minimum, Access Carrier Terminal Location (ACTL), traffic type (Reciprocal Compensation Traffic/Toll Traffic, Operator Services, 911, etc.), code (identifies trunk group), A location/Z location (CLLI codes for SOUTHEAST-IPs and ALLTEL-IPs), interface type (e.g., DS1), and trunks in service each year (cumulative).

- 1.1.4 Initial Forecasts/Trunking Requirements. Because ALLTEL's trunking requirements will, at least during an initial period, be dependent on the Customer segments and service segments within Customer segments to whom SOUTHEAST decides to market its services, ALLTEL will be largely dependent on SOUTHEAST to provide accurate trunk forecasts for both inbound (from ALLTEL) and outbound (to ALLTEL) traffic. ALLTEL will, as an initial matter, provide the same number of trunks to terminate Reciprocal Compensation Traffic to SOUTHEAST as SOUTHEAST provides to terminate Reciprocal Compensation Traffic to ALLTEL. At ALLTEL's discretion, when SOUTHEAST expressly identifies particular situations that are expected to produce traffic that is substantially skewed in either the inbound or outbound direction, ALLTEL will provide the number of trunks SOUTHEAST suggests; provided, however, that in all cases ALLTEL's provision of the forecasted number of trunks to SOUTHEAST is conditioned

on the following: that such forecast is based on reasonable engineering criteria, there are no capacity constraints, and SOUTHEAST's previous forecasts have proven to be reliable and accurate.

Monitoring and Adjusting Forecasts. ALLTEL will, for ninety (90) days, monitor traffic on each trunk group that it establishes at SOUTHEAST's suggestion or request pursuant to the procedures identified in Section 76.3. At the end of such ninety-(90) day period, ALLTEL may disconnect trunks that, based on reasonable engineering criteria and capacity constraints, are not warranted by the actual traffic volume experienced. If, after such initial ninety (90) day period for a trunk group, ALLTEL determines that any trunks in the trunk group in excess of two (2) DS-1s are not warranted by actual traffic volumes (considering engineering criteria for busy Centium Call Second (Hundred Call Second) and blocking percentages), then ALLTEL may hold SOUTHEAST financially responsible for the excess facilities.

In subsequent periods, ALLTEL may also monitor traffic for ninety (90) days on additional trunk groups that SOUTHEAST suggests or requests ALLTEL to establish. If, after any such (90) day period, ALLTEL determines that any trunks in the trunk group are not warranted by actual traffic volumes (considering engineering criteria for busy hour Centium Call Second (Hundred Call Second) and blocking percentages), then ALLTEL may hold SOUTHEAST financially responsible for the excess facilities. At any time during the relevant ninety-(90) day period, SOUTHEAST may request that ALLTEL disconnect trunks to meet a revised forecast. In such instances, ALLTEL may hold SOUTHEAST financially responsible for the disconnected trunks retroactive to the start of the ninety (90) day period through the date such trunks are disconnected.

77. **Number Portability - Section 251(B)(2)**

77.1 Scope.

The Parties shall provide Number Portability (NP) in accordance with rules and regulations as from time to time prescribed by the FCC.

77.2 Procedures for Providing LNP ("Long-term Number Portability").

The Parties will follow the LNP provisioning process recommended by the North American Numbering Council (NANC) and adopted by the FCC. In addition, the Parties agree to follow the LNP ordering procedures established at the OBF. The Parties shall provide LNP on a reciprocal basis.

77.2.1 A Customer of one Party ("Party A") elects to become a Customer of the other Party ("Party B"). The Customer elects to utilize the original telephone number(s) corresponding to the Telephone Exchange Service(s) it previously received from Party A, in conjunction with the Telephone Exchange Service(s) it will now receive from Party B. After Party B has received authorization from the Customer in accordance with Applicable Law and sends an LSR to Party A, Parties A and B will work together to port the Customer's telephone number(s) from Party A's network to Party B's network.

77.2.2 When a telephone number is ported out of Party A's network, Party A will remove any non-proprietary line based calling card(s) associated with the ported number(s) from its Line Information Database (LIDB). Reactivation of

the line-based calling card in another LIDB, if desired, is the responsibility of Party B or Party B's Customer.

- 77.2.3 When a Customer of Party A ports their telephone numbers to Party B and the Customer has previously secured a reservation of line numbers from Party A for possible activation at a future point, these reserved but inactive numbers may be ported along with the active numbers to be ported provided the numbers have been reserved for the Customer. Party B may request that Party A port all reserved numbers assigned to the Customer or that Party A port only those numbers listed by Party B. As long as Party B maintains reserved but inactive numbers ported for the Customer, Party A shall not reassign those numbers. Party B shall not reassign the reserved numbers to another Customer.
- 77.2.4 When a Customer of Party A ports their telephone numbers to Party B, in the process of porting the Customer's telephone numbers, Party A shall implement the ten-digit trigger feature where it is available. When Party A receives the porting request, the unconditional trigger shall be applied to the Customer's line before the due date of the porting activity. When the ten-digit unconditional trigger is not available, Party A and Party B must coordinate the disconnect activity.
- 77.2.5 The Parties shall furnish each other with the Jurisdiction Information Parameter (JIP) in the Initial Address Message (IAM), containing a Local Exchange Routing Guide (LERG)-assigned NPA-NXX (6 digits) identifying the originating switch on calls originating from LNP capable switches.
- 77.2.6 Where LNP is commercially available, the NXXs in the office shall be defined as portable, except as noted in 14.2.7, and translations will be changed in the Parties' switches to open those NXXs for database queries in all applicable LNP capable offices within the LATA of the given switch(es). On a prospective basis, all newly deployed switches will be equipped with LNP capability and so noted in the LERG.
- 77.2.7 All NXXs assigned to LNP capable switches are to be designated as portable unless a NXX(s) has otherwise been designated as non-portable. Non-portable NXXs include NXX codes assigned to paging, cellular and wireless services; codes assigned for internal testing and official use and any other NXX codes required to be designated as non-portable by the rules and regulations of the FCC. NXX codes assigned to mass calling on a choked network may not be ported using LNP technology but are portable using methods established by the NANC and adopted by the FCC. On a prospective basis, newly assigned codes in switches capable of porting shall become commercially available for porting with the effective date in the network.
- 77.2.8 Both Parties' use of LNP shall meet the performance criteria specified by the FCC. Both Parties will act as the default carrier for the other Party in the event that either Party is unable to perform the routing necessary for LNP.
- 77.3 Procedures for Providing NP Through Full NXX Code Migration.
- Where a Party has activated an entire NXX for a single Customer, or activated at least eighty percent (80%) of an NXX for a single Customer, with the remaining numbers in that NXX either reserved for future use by that Customer or otherwise unused, if such Customer chooses to receive Telephone Exchange Service from the other Party, the first Party shall cooperate with the second Party to have the entire NXX reassigned in the LERG (and associated industry databases, routing tables, etc.) to an End Office operated

by the second Party. Such transfer will be accomplished with appropriate coordination between the Parties and subject to appropriate industry lead times for movements of NXXs from one switch to another. Neither Party shall charge the other in connection with this coordinated transfer.

77.4 Procedures for Providing INP (Interim Number Portability).

The Parties shall provide Interim Number Portability (INP) in accordance with rules and regulations prescribed from time to time by the FCC and state regulatory bodies, the Parties respective company procedures, and as set forth in this Section 77.4. The Parties shall provide INP on a reciprocal basis.

77.4.1 In the event that either Party, Party B, wishes to serve a Customer currently served at an End Office of the other Party, Party A, and that End Office is not LNP-capable, Party A shall make INP available only where LNP is not commercially available or not required by FCC orders and regulations. INP will be provided by remote call forwarding (RCF) and/or direct inward dialing (DID) technology, which will forward terminating calls to Party B's End Office. Party B shall provide Party A with an appropriate "forward-to" number.

77.4.2 Prices for INP and formulas for sharing Terminating access revenues associated with INP shall be provided where applicable, upon request by either Party.

77.4.3 Either Party wishing to use DID to provide for INP must request a dedicated trunk group from the End Office where the DID numbers are currently served to the new serving-End Office. If there are no existing facilities between the respective End Offices, the dedicated facilities and transport trunks will be provisioned as unbundled service through the ASR provisioning process. The requesting party will reroute the DID numbers to the pre-positioned trunk group using the LSR provisioning process. DID trunk rates are contained in the Parties' respective tariffs.

77.4.4 The Parties Agree that, per FCC 98-275, Paragraph 16, effective upon the date LNP is available at any End Office of one Party, Party A, providing INP for Customers of the other Party, Party B, no further orders will be accepted for new INP at that End Office. Orders for new INP received prior to that date, and change orders for existing INP, shall be worked by Party A. Orders for new INP received by Party A on or after that date shall be rejected. Existing INP will be grand-fathered.

77.5 Procedures for LNP Request.

The Parties shall provide for the requesting of End Office LNP capability on a reciprocal basis through a written request. The Parties acknowledge that ALLTEL has deployed LNP throughout its network in compliance with FCC 96-286 and other applicable FCC rules.

77.5.1 If Party B desires to have LNP capability deployed in an End Office of Party A, which is not currently capable, Party B shall issue a LNP request to Party A. Party A will respond to the Party B, within ten (10) days of receipt of the request, with a date for which LNP will be available in the requested End Office. Party A shall proceed to provide for LNP in compliance with the procedures and timelines set forth in FCC 96-286, Paragraph 80, and FCC 97-74, Paragraphs 65 through 67.

- 77.5.2 The Parties acknowledge that each can determine the LNP-capable End Offices of the other through the Local Exchange Routing Guide (LERG). In addition the Parties shall make information available upon request showing their respective LNP-capable End Offices, as set forth in this Section 77.5.

78. Transport and Termination of Indirect Interconnection Traffic

78.1 Network Interconnection Architecture Traffic to be Exchanged.

The Parties shall reciprocally terminate mandatory EAS, optional EAS and IntraLATA Toll originating on each other's networks utilizing Indirect Network Interconnections.

78.2 Network Interconnection Architecture.

Each Party will plan, design, construct and maintain the facilities within their respective systems as are necessary and proper for the provision of traffic covered by this Agreement. These facilities include but are not limited to, a sufficient number of trunks to the point of interconnection with the tandem company, and sufficient interoffice and interexchange facilities and trunks between its own central offices to adequately handle traffic between all central offices within the service areas at P.01 grade of service or better.

The provisioning and engineering of such services and facilities will comply with generally accepted industry methods and practices, and will observe the rules and regulations of the lawfully established tariffs applicable to the services provided.

78.3 Operator Services Calls.

Each Party agrees to coordinate the interconnection of their operator service bureau with the operator service bureau of the other Party in order to provide for the exchange of miscellaneous services, e.g. Busy Line Verification/Interrupt, Directory Assistance, Call Completions.

78.4 Traffic Recording.

The traffic recording and identification functions required to provide the services specified hereunder shall be performed by the Parties except for the functions performed by the tandem company on behalf of a Party. Each Party will calculate terminating minutes of use based on standard Automatic Message Accounting recordings made within each Party's network or by the tandem company. The Parties agree they will, to the extent feasible, make every attempt to accurately capture and report the actual usage interchanged between them for use in calculating the necessary compensation under this Agreement. In the event detailed terminating billing records are not available, summary billing reports may be used.

ATTACHMENT 4: RESALE

79. General

ALLTEL shall provide to SOUTHEAST, in accordance with this Agreement (including, but not limited to, ALLTEL's applicable Tariffs) and the requirements of Applicable Law, ALLTEL's Telecommunications Services for resale by SOUTHEAST; provided, that notwithstanding any other provision of this Agreement, ALLTEL shall be obligated to provide Telecommunications Services to SOUTHEAST only to the extent required by Applicable Law and may decline to provide a Telecommunications Service to SOUTHEAST to the extent that provision of such Telecommunications Service is not required by Applicable Law.

80. Use of Kentucky ALLTEL Services

80.1 Kentucky ALLTEL Services may be purchased by SOUTHEAST under this Resale Attachment only for the purpose of resale by SOUTHEAST as a Telecommunications Carrier. Kentucky ALLTEL Services to be purchased by SOUTHEAST for other purposes (including, but not limited to, SOUTHEAST's own use) must be purchased by SOUTHEAST pursuant to other applicable Attachments to this Agreement (if any), or separate written agreements, including, but not limited to, applicable ALLTEL Tariffs.

80.2 SOUTHEAST shall not resell:

80.2.1 Residential service to persons not eligible to subscribe to such service from ALLTEL (including, but not limited to, business or other nonresidential Customers);

80.2.2 Lifeline, Link Up America, or other means-tested service offerings, to persons not eligible to subscribe to such service offerings from ALLTEL;

80.2.3 Grandfathered or discontinued service offerings to persons not eligible to subscribe to such service offerings from ALLTEL; or

80.2.4 Any other ALLTEL service in violation of a restriction stated in this Agreement (including, but not limited to, a ALLTEL Tariff) that is not prohibited by Applicable Law.

80.2.5 In addition to any other actions taken by SOUTHEAST to comply with this Section 80.2, SOUTHEAST shall take those actions required by Applicable Law to determine the eligibility of SOUTHEAST Customers to purchase a service, including, but not limited to, obtaining any proof or certification of eligibility to purchase Lifeline, Link Up America, or other means-tested services, required by Applicable Law. SOUTHEAST shall indemnify ALLTEL from any Claims resulting from SOUTHEAST's failure to take such actions required by Applicable Law.

80.2.6 ALLTEL may perform audits to confirm SOUTHEAST's conformity to the provisions of this Section 80.2. Such audits may be performed twice per calendar year and shall be performed in accordance with Section 7 of the General Terms and Conditions.

80.3 SOUTHEAST shall be subject to the same limitations that ALLTEL's Customers are subject to with respect to any Telecommunications Service that ALLTEL grandfathered or discontinued offering. Without limiting the foregoing, except to the extent that ALLTEL follows a different practice for ALLTEL Customers in regard to a grandfathered

Telecommunications Service, such grandfathered Telecommunications Service: (a) shall be available only to a Customer that already has such Telecommunications Service; (b) may not be moved to a new service location; and (c) will be furnished only to the extent that facilities continue to be available to provide such Telecommunications Service.

80.4 SOUTHEAST shall not be eligible to participate in any ALLTEL plan or program under which ALLTEL Customers may obtain products or services, which are not Kentucky ALLTEL Services, in return for trying, agreeing to purchase, purchasing, or using Kentucky ALLTEL Services.

80.5 In accordance with 47 CFR § 51.617(b), ALLTEL shall be entitled to all charges for ALLTEL Exchange Access services used by interexchange carriers to provide service to SOUTHEAST Customers.

81. Availability of Kentucky ALLTEL Services

81.1 ALLTEL will provide a ALLTEL Telecommunications Service to SOUTHEAST for resale pursuant to this Attachment where and to the same extent, but only where and to the same extent that such ALLTEL Telecommunications Service is provided to ALLTEL's Customers.

81.2 Except as otherwise required by Applicable Law, subject to Section 81.1, ALLTEL shall have the right to add, modify, grandfather, discontinue or withdraw Kentucky ALLTEL Services at any time, without the consent of SOUTHEAST.

81.3 To the extent required by Applicable Law, the Kentucky ALLTEL Services to be provided to SOUTHEAST for resale pursuant to this Attachment will include a ALLTEL Telecommunications Service customer-specific contract service arrangement ("CSA") (such as a customer specific pricing arrangement or individual case based pricing arrangement) that ALLTEL is providing to a ALLTEL Customer at the time the CSA is requested by SOUTHEAST.

82. Responsibility for Charges

SOUTHEAST shall be responsible for and pay all charges for any Kentucky ALLTEL Services provided by ALLTEL pursuant to this Resale Attachment.

83. Operations Matters

83.1 Facilities.

83.1.1 ALLTEL and its suppliers shall retain all of their right, title and interest in all facilities, equipment, software, information, and wiring used to provide Kentucky ALLTEL Services.

83.1.2 ALLTEL shall have access at all reasonable times to SOUTHEAST Customer locations for the purpose of installing, inspecting, maintaining, repairing, and removing, facilities, equipment, software, and wiring used to provide the Kentucky ALLTEL Services. SOUTHEAST shall, at SOUTHEAST's expense, obtain any rights and authorizations necessary for such access.

83.1.3 Except as otherwise agreed to in writing by ALLTEL, ALLTEL shall not be responsible for the installation, inspection, repair, maintenance, or removal of facilities, equipment, software, or wiring provided by SOUTHEAST or SOUTHEAST Customers for use with Kentucky ALLTEL Services.

83.2 Branding.

- 83.2.1 Except as stated in Section 83.2.2 of this Attachment, in providing Kentucky ALLTEL Services to SOUTHEAST, ALLTEL shall have the right (but not the obligation) to identify the Kentucky ALLTEL Services with ALLTEL's trade names, trademarks and service marks ("ALLTEL Marks"), to the same extent that these Services are identified with ALLTEL's Marks when they are provided to ALLTEL's Customers. Any such identification of ALLTEL's Telecommunications Services shall not constitute the grant of a license or other right to SOUTHEAST to use ALLTEL's Marks.
- 83.2.2 To the extent required by Applicable Law, upon request by SOUTHEAST and at prices, terms and conditions to be negotiated by SOUTHEAST and ALLTEL, ALLTEL shall provide Kentucky ALLTEL Services for resale that are identified by SOUTHEAST's trade name, or that are not identified by trade name, trademark or service mark.
- 83.2.3 If ALLTEL uses a third-party contractor to provide ALLTEL Operator Services or ALLTEL Directory Assistance Services, SOUTHEAST will be responsible for entering into a direct contractual arrangement with the third-party contractor at SOUTHEAST's expense (a) to obtain identification of ALLTEL Operator Services or ALLTEL Directory Assistance Services purchased by SOUTHEAST for resale with SOUTHEAST's trade name, or (b) to obtain removal of ALLTEL Marks from ALLTEL Operator Services or ALLTEL Directory Assistance Services purchased by SOUTHEAST for resale.

84. **Rates and Charges**

The rates and charges for ALLTEL Telecommunication Services purchased by SOUTHEAST for resale pursuant to this Attachment shall be as provided in this Attachment and the Pricing Attachment.

ATTACHMENT 5: NETWORK ELEMENTS

85. General

- 85.1 ALLTEL shall provide to SOUTHEAST, in accordance with this Agreement (including, but not limited to, ALLTEL's applicable Tariffs) and the requirements of Applicable Law, access to ALLTEL's Network Elements on an unbundled basis and in combinations (Combinations); provided, however, that notwithstanding any other provision of this Agreement, ALLTEL shall be obligated to provide unbundled Network Elements (UNEs) and Combinations to SOUTHEAST only to the extent required by Applicable Law and may decline to provide UNEs or Combinations to SOUTHEAST to the extent that provision of such UNEs or Combinations are not required by Applicable Law. ALLTEL shall not be required to provide UNE-P or combinations of UNE's enabling UNE-P.
- 85.2 Except as otherwise required by Applicable Law: (a) ALLTEL shall be obligated to provide a UNE or Combination pursuant to this Agreement only to the extent such UNE or Combination, and the equipment and facilities necessary to provide such UNE or Combination, are available in ALLTEL's network; (b) ALLTEL shall have no obligation to construct or deploy new facilities or equipment to offer any UNE or Combination; and, (c) ALLTEL shall not be obligated to combine Network Elements that are not already combined in ALLTEL's network. Consistent with the foregoing, should SOUTHEAST engage in a pattern of behavior that suggests that SOUTHEAST either (i) knowingly induces ALLTEL Customers to order Telecommunications Services from ALLTEL with the primary intention of enabling SOUTHEAST to convert those Telecommunications Services to UNEs or Combinations, or (ii) itself orders Telecommunications Services from ALLTEL without taking delivery of those Telecommunications Services in order to induce ALLTEL to construct facilities that SOUTHEAST then converts to UNEs or Combinations, then ALLTEL will provide written notice to SOUTHEAST that its actions suggest that SOUTHEAST is engaged in a pattern of bad faith conduct. If SOUTHEAST fails to respond to this notice in a manner that is satisfactory to ALLTEL within fifteen (15) business days, then ALLTEL shall have the right, with thirty (30) calendar days advance written notice to SOUTHEAST, to institute an embargo on provision of new services and facilities to SOUTHEAST. This embargo shall remain in effect until SOUTHEAST provides ALLTEL with adequate assurances that the bad faith conduct shall cease. Should SOUTHEAST repeat the pattern of conduct following the removal of the service embargo, then ALLTEL may elect to treat the conduct as an act of material breach in accordance with the provisions of this Agreement that address default.
- 85.3 SOUTHEAST may use a UNE or Combination only for those purposes for which ALLTEL is required by Applicable Law to provide such UNE or Combination to SOUTHEAST. Without limiting the foregoing, SOUTHEAST may use a UNE or Combination (a) only to provide a Telecommunications Service and (b) to provide Exchange Access services only to the extent that ALLTEL is required by Applicable Law to provide such UNE or Combination to SOUTHEAST in order to allow SOUTHEAST to provide such Exchange Access services.
- 85.4 Notwithstanding any other provision of this Agreement:
- 1.1.5 To the extent ALLTEL is required by a change in Applicable Law to provide to SOUTHEAST a UNE or Combination that is not offered under this Agreement to SOUTHEAST as of the Effective Date, the terms, conditions and prices for such UNE or Combination (including, but not limited to, the terms and conditions defining the UNE or Combination and stating when and where the UNE or Combination will be available and how it will be used, and terms, conditions and prices for pre-ordering, ordering, provisioning, repair, maintenance and billing) shall be as provided in an applicable ALLTEL

Tariff, or, in the absence of an applicable ALLTEL Tariff, as mutually agreed in writing by the Parties.

85.4.1 ALLTEL shall not be obligated to provide to SOUTHEAST, and SOUTHEAST shall not request from ALLTEL, access to a proprietary advanced intelligent network service.

85.5 Without limiting ALLTEL's rights pursuant to Applicable Law or any other section of this Agreement to terminate its provision of a UNE or a Combination, if ALLTEL provides a UNE or Combination to SOUTHEAST, and the Commission, the FCC, a court or other governmental body of appropriate jurisdiction determines or has determined that ALLTEL is not required by Applicable Law to provide such UNE or Combination, ALLTEL may terminate its provision of such UNE or Combination to SOUTHEAST. If ALLTEL terminates its provision of a UNE or a Combination to SOUTHEAST pursuant to this Section 85.5 and SOUTHEAST elects to purchase other services offered by ALLTEL in place of such UNE or Combination, then: (a) ALLTEL shall reasonably cooperate with SOUTHEAST to coordinate the termination of such UNE or Combination and the installation of such services to minimize the interruption of service to Customers of SOUTHEAST; and, (b) SOUTHEAST shall pay all applicable charges for such services, including, but not limited to, all applicable installation charges.

85.6 Nothing contained in this Agreement shall be deemed to constitute an agreement by ALLTEL that any item identified in this Agreement as a Network Element is (i) a Network Element under Applicable Law, or (ii) a Network Element ALLTEL is required by Applicable Law to provide to SOUTHEAST on an unbundled basis or in combination with other Network Elements.

85.7 Except as otherwise expressly stated in this Agreement, SOUTHEAST shall access ALLTEL's UNEs specifically identified in this Agreement via Collocation in accordance with the Collocation Attachment at the ALLTEL Wire Center where those UNEs exist, and each Loop or Port shall, in the case of Collocation, be delivered to SOUTHEAST's Collocation node by means of a Cross Connection.

85.8 If as the result of SOUTHEAST Customer actions (i.e., Customer Not Ready ("CNR")), ALLTEL cannot complete requested work activity when a technician has been dispatched to the SOUTHEAST Customer premises, SOUTHEAST will be assessed a non-recurring charge associated with this visit. This charge will be the sum of the applicable Service Order charge as provided in the Pricing Attachment and the Premises Visit Charge as provided in ALLTEL's applicable retail or wholesale Tariff.

86. **ALLTEL's Provision of Network Elements**

Subject to the conditions set forth in Section 85, in accordance with, but only to the extent required by, Applicable Law, ALLTEL shall provide SOUTHEAST access to the following:

86.1 Loops, as set forth in Section 87;

86.2 Sub-Loops, as set forth in Section 6;

86.3 Inside Wire, as set forth in Section 88;

86.4 Network Interface Device, as set forth in Section 89;

86.5 Interoffice Transmission Facilities (IOF), as set forth in Section Error! Reference source not found.;

- 86.6 Signaling Networks and Call-Related Databases, as set forth in Section 90;
- 86.7 Operations Support Systems, as set forth in Section 91; and
- 86.8 Other UNEs in accordance with Section 92.

87. Loop Transmission Types

Subject to the conditions set forth in Section 85, ALLTEL shall allow SOUTHEAST to access unbundled Loops in accordance with this Section 87 and the rates and charges provided in the Pricing Attachment. ALLTEL shall allow SOUTHEAST access to Loops in accordance with, but only to extent required by, Applicable Law. The available Loop types are as set forth below:

- 87.1 "2 Wire Analog Voice Grade Loop" or "Analog 2W" provides an effective 2-wire channel with 2-wire interfaces at each end that is suitable for the transport of analog Voice Grade (nominal 300 to 3000 Hz) signals and loop-start signaling. This Loop type is more fully described in ALLTEL technical publications, as revised from time-to-time. If "Customer-Specified Signaling" is requested, the Loop will operate with one of the following signaling types that may be specified when the Loop is ordered: loop-start, ground-start, loop-reverse-battery, and no signaling. Customer specified signaling is more fully described in ALLTEL technical documentation, as revised from time-to-time.
- 87.2 "4-Wire Analog Voice Grade Loop" or "Analog 4W" provides an effective 4-wire channel with 4-wire interfaces at each end that is suitable for the transport of analog Voice Grade (nominal 300 to 3000 Hz) signals. This Loop type will operate with one of the following signaling types that may be specified when the Loop is ordered: loop-start, ground-start, loop-reverse-battery, duplex, and no signaling. This Loop type is more fully described in ALLTEL technical documentation, as revised from time-to-time.
- 87.3 "2-Wire ISDN Digital Grade Loop" or "BRI ISDN" provides a channel with 2-wire interfaces at each end that is suitable for the transport of 160 kbps digital services using the ISDN 2B1Q line code. This Loop type is more fully described in ANSI T1.601-1998 and ALLTEL technical documentation as revised from time-to-time. In some cases loop extension equipment may be necessary to bring the line loss within acceptable levels. ALLTEL will provide loop extension equipment only upon request. A separate charge will apply for loop extension equipment.
- 87.4 "2-Wire ADSL-Compatible Loop" or "ADSL 2W" provides a channel with 2-wire interfaces at each end that is suitable for the transport of digital signals up to 8 Mbps toward the Customer and up to 1 Mbps from the Customer. ADSL-Compatible Loops will be available only where existing copper facilities are available and meet applicable specifications. ALLTEL will not build new copper facilities. The upstream and downstream ADSL power spectral density masks and dc line power limits in ALLTEL technical documentation, as revised from time-to-time, must be met.
- 87.5 "2-Wire HDSL-Compatible Loop" or "HDSL 2W" consists of a single 2-wire non-loaded, twisted copper pair that meets the carrier serving area design criteria. The HDSL power spectral density mask and dc line power limits referenced in ALLTEL technical documentation, as revised from time-to-time, must be met. 2-wire HDSL-compatible local loops will be provided only where existing facilities are available and can meet applicable specifications. ALLTEL will not build new copper facilities. The 2-wire HDSL-compatible loop is only available to SOUTHEAST by ordering an ALLTEL Designed Digital Loop to provide similar capability.
- 87.6 "4-Wire HDSL-Compatible Loop" or "HDSL 4W" consists of two 2-wire non-loaded, twisted copper pairs that meet the carrier serving area design criteria. The HDSL power spectral density mask and dc line power limits referenced in ALLTEL technical

documentation, as revised from time-to-time, must be met. 4-Wire HDSL-compatible local loops will be provided only where existing facilities are available and can meet applicable specifications. ALLTEL will not build new copper facilities.

- 87.7 "4-Wire DS1-compatible Loop" provides a channel with 4-wire interfaces at each end. Each 4-wire channel is suitable for the transport of 1.544 Mbps digital signals simultaneously in both directions using PCM line code. DS-1-compatible Loops will be available only where existing facilities can meet the specifications in ANSI T1.403 and ALLTEL technical documentation as revised from time-to-time.
- 87.8 "2-Wire IDSL-Compatible Metallic Loop" consists of a single 2-wire non-loaded, twisted copper pair that meets revised resistance design criteria. This UNE Loop is intended to be used with very-low band symmetric DSL systems that meet the Class 1 signal power limits and other criteria in the draft T1E1.4 loop spectrum management standard (T1E1.4/2000-002R3) and are not compatible with 2B1Q 160 kbps ISDN transport systems. The actual data rate achieved depends upon the performance of CLEC-provided modems with the electrical characteristics associated with the loop. This Loop type is more fully described in T1E1.4/2000-002R3. This loop cannot be provided via UDLC. IDLC-compatible local loops will be provided only where facilities are available and can meet applicable specifications. ALLTEL will not build new copper facilities.
- 87.9 "2-Wire SDSL-Compatible Loop", is intended to be used with low band symmetric DSL systems that meet the Class 2 signal power limits and other criteria in the draft T1E1.4 loop spectrum management standard (T1E1.4/2000-002R3). This UNE loop consists of a single 2-wire non-loaded, twisted copper pair that meets Class 2 length limit in T1E1.4/2000-002R3. The data rate achieved depends on the performance of the CLEC-provided modems with the electrical characteristics associated with the loop. This Loop type is more fully described in T1E1.4/2000-002R3. SDSL-compatible local loops will be provided only where facilities are available and can meet applicable specifications. ALLTEL will not build new copper facilities.
- 87.10 "4-Wire 56 kbps Loop" is a 4-wire Loop that provides a transmission path that is suitable for the transport of digital data at a synchronous rate of 56 kbps in opposite directions on such Loop simultaneously. A 4-Wire 56 kbps Loop consists of two pairs of non-loaded copper wires with no intermediate electronics or it consists of universal digital loop carrier with 56 kbps DDS dataport transport capability. ALLTEL shall provide 4-Wire 56 kbps Loops to SOUTHEAST in accordance with, and subject to, the technical specifications set forth in ALLTEL technical documentation, as revised from time-to-time.
- 87.11 "DS-3 Loops" will support the transmission of isochronous bipolar serial data at a rate of 44.736 Mbps or the equivalent of 28 DS-1 channels. This Loop type is more fully described in ALLTEL technical documentation, as revised from time to time. The DS-3 Loop includes the electronics necessary to provide the DS-3 transmission rate. A DS-3 Loop will only be provided where the electronics are at the requested installation date currently available for the requested loop. ALLTEL will not install new electronics.
- 87.12 "Digital Designed Loops" are comprised of designed loops that meet specific SOUTHEAST requirements for metallic loops over 18k ft. or for conditioning of ADSL, HDSL, SDSL, IDSL, or BRI ISDN Loops. "Digital Designed Loops" may include requests for:
- 87.12.1 a 2W Digital Designed Metallic Loop with a total loop length of 18k to 30k ft., unloaded, with the option to remove bridged tap;
- 87.12.2 a 2W ADSL Loop of 12k to 18k ft. with an option to remove bridged tap;

- 87.12.3 a 2W ADSL Loop of less than 12k ft. with an option to remove bridged tap;
- 87.12.4 a 2W HDSL Loop of less than 12k ft. with an option to remove bridged tap;
- 87.12.5 a 4W HDSL Loop of less than 12k ft with an option to remove bridged tap;
- 87.12.6 a 2 W Digital Designed Metallic Loop with ALLTEL-placed ISDN loop extension electronics;
- 87.12.7 a 2W SDSL Loop with an option to remove bridged tap; and
- 87.12.8 a 2W IDSL Loop of less than 18k ft. with an option to remove bridged tap;
- 87.13 ALLTEL shall make Digital Designed Loops available to SOUTHEAST at the rates as set forth in the Pricing Attachment.
- 87.14 The following ordering procedures shall apply to the xDSL Loops and Digital Designed Loops:
 - 87.14.1 SOUTHEAST shall place orders for xDSL Loops and Digital Designed Loops by delivering to ALLTEL a valid electronic transmittal service order or other mutually agreed upon type of service order. Such service order shall be provided in accordance with industry format and specifications or such format and specifications as may be agreed to by the Parties.
 - 87.14.1 If a query for loop qualification indicates that a Loop does not qualify (e.g., because it does not meet the applicable technical parameters set forth in the Loop descriptions above), SOUTHEAST may request an Engineering Query, as described in Section 87.14.3, to determine whether the result is due to characteristics of the loop itself (e.g., specific number and location of bridged taps, the specific number of load coils, or the gauge of the cable). Charges for mechanized loop qualification information are set forth in the Pricing Attachment.
 - 87.14.2 If SOUTHEAST submits a service order for an ADSL, HDSL, SDSL, IDSL, or BRI ISDN Loop that has not been prequalified, ALLTEL will query the service order back to SOUTHEAST for qualification and will not accept such service order until the Loop has been prequalified on a mechanized or manual basis. If SOUTHEAST submits a service order for an ADSL, HDSL, SDSL, IDSL, or BRI ISDN Loop that is, in fact, not compatible with such services in its existing condition, ALLTEL will respond back to SOUTHEAST with a "Nonqualified" indicator and with information showing whether the non-qualified result is due to the presence of load coils, presence of digital loop carrier, or loop length (including bridged tap).
 - 87.14.3 Where SOUTHEAST has followed the prequalification procedure described above and has determined that a Loop is not compatible with ADSL, HDSL, SDSL, IDSL, or BRI ISDN service in its existing condition, it may either request an Engineering Query to determine whether conditioning may make the Loop compatible with the applicable service; or if SOUTHEAST is already aware of the conditioning required (e.g., where SOUTHEAST has previously requested a qualification and has obtained loop characteristics), SOUTHEAST may submit a service order for a Digital Designed Loop. ALLTEL will undertake to condition or extend the Loop in accordance with this Section 87.14 upon receipt of SOUTHEAST's valid, accurate and pre-qualified service order for a Digital Designed Loop.

87.15 The Parties will make reasonable efforts to coordinate their respective roles in order to minimize provisioning problems. In general, where conditioning or loop extensions are requested by SOUTHEAST, an interval of eighteen (18) Business Days will be required by ALLTEL to complete the loop analysis and the necessary construction work involved in conditioning and/or extending the loop as follows:

87.15.1 Three (3) Business Days will be required following receipt of SOUTHEAST's valid, accurate and pre-qualified service order for a Digital Designed Loop to analyze the loop and related plant records and to create an Engineering Work Order.

87.15.2 Upon completion of an Engineering Work Order, ALLTEL will initiate the construction order to perform the changes/modifications to the Loop requested by SOUTHEAST. Conditioning activities are, in most cases, able to be accomplished within fifteen (15) Business Days. Unforeseen conditions may add to this interval.

After the engineering and conditioning tasks have been completed, the standard Loop provisioning and installation process will be initiated, subject to ALLTEL's standard provisioning intervals.

87.16 If SOUTHEAST requires a change in scheduling, it must contact ALLTEL to issue a supplement to the original service order. If SOUTHEAST cancels the request for conditioning after a loop analysis has been completed but prior to the commencement of construction work, SOUTHEAST shall compensate ALLTEL for an Engineering Work Order charge as set forth in the Pricing Attachment. If SOUTHEAST cancels the request for conditioning after the loop analysis has been completed and after construction work has started or is complete, SOUTHEAST shall compensate ALLTEL for an Engineering Work Order charge as well as the charges associated with the conditioning tasks performed as set forth in the Pricing Attachment.

87.17 Conversion of Live Telephone Exchange Service to Analog 2W Loops.

87.17.1 The following coordination procedures shall apply to "live" cutovers of ALLTEL Customers who are converting their Telephone Exchange Services to SOUTHEAST Telephone Exchange Services provisioned over Analog 2W unbundled Local Loops ("Analog 2W Loops") to be provided by ALLTEL to SOUTHEAST:

Coordinated cutover charges shall apply to conversions of live Telephone Exchange Services to Analog 2W Loops. When an outside dispatch is required to perform a conversion, additional charges may apply. If SOUTHEAST does not request a coordinated cutover, ALLTEL will process SOUTHEAST's order as a new installation subject to applicable standard provisioning intervals.

SOUTHEAST shall request Analog 2W Loops for coordinated cutover from ALLTEL by delivering to ALLTEL a valid electronic Local Service Request ("LSR"). ALLTEL agrees to accept from SOUTHEAST the date and time for the conversion designated on the LSR ("Scheduled Conversion Time"), provided that such designation is within the regularly scheduled operating hours of the ALLTEL Regional CLEC Control Center ("RCCC") and subject to the availability of ALLTEL's work force. In the event that ALLTEL's work force is not available, SOUTHEAST and ALLTEL shall mutually agree on a New Conversion Time, as defined below. SOUTHEAST shall designate the Scheduled Conversion Time subject to ALLTEL standard provisioning intervals as stated in the ALLTEL CLEC Handbook, as may be revised from

time to time. Within three (3) Business Days of ALLTEL's receipt of such valid LSR, or as otherwise required by Applicable Law, ALLTEL shall provide SOUTHEAST the scheduled due date for conversion of the Analog 2W Loops covered by such LSR.

SOUTHEAST shall provide dial tone at the SOUTHEAST Collocation site at least forty-eight (48) hours prior to the Scheduled Conversion Time.

Either Party may contact the other Party to negotiate a new Scheduled Conversion Time (the "New Conversion Time"); provided, however, that each Party shall use commercially reasonable efforts to provide four (4) business hours' advance notice to the other Party of its request for a New Conversion Time. Any Scheduled Conversion Time or New Conversion Time may not be rescheduled more than one (1) time in a business day, and any two New Conversion Times for a particular Analog 2W Loop shall differ by at least eight (8) hours, unless otherwise agreed to by the Parties.

If the New Conversion Time is more than one (1) business hour from the original Scheduled Conversion Time or from the previous New Conversion Time, the Party requesting such New Conversion Time shall be subject to the following:

87.17.1.1 If ALLTEL requests to reschedule outside of the one (1) hour time frame above, the Analog 2W Loops Service Order Charge for the original Scheduled Conversion Time or the previous New Conversion Time shall be waived upon request from SOUTHEAST; and

87.17.1.2 If SOUTHEAST requests to reschedule outside the one (1) hour time frame above, SOUTHEAST shall be charged an additional Analog 2W Loops Service Order Charge for rescheduling the conversion to the New Conversion Time.

If SOUTHEAST is not ready to accept service at the Scheduled Conversion Time or at a New Conversion Time, as applicable, an additional Service Order Charge shall apply. If ALLTEL is not available or ready to perform the conversion within thirty (30) minutes of the Scheduled Conversion Time or New Conversion Time, as applicable, ALLTEL and SOUTHEAST will reschedule and, upon request from SOUTHEAST, ALLTEL will waive the Analog 2W Loop Service Order Charge for the original Scheduled Conversion Time.

The standard time interval expected from disconnection of a live Telephone Exchange Service to the connection of the Analog 2W Loops to SOUTHEAST is fifteen (15) minutes per Analog 2W Loop for all orders consisting of twenty (20) Analog 2W Loops or less. Orders involving more than twenty (20) Loops will require a negotiated interval.

Conversions involving LNP will be completed according to North American Numbering Council ("NANC") standards, via the regional Number Portability Administration Center ("NPAC").

If SOUTHEAST requires Analog 2W Loop conversions outside of the regularly scheduled ALLTEL RCCC operating hours, such conversions shall be separately negotiated. Additional charges (e.g. overtime labor charges)

may apply for desired dates and times outside of regularly scheduled RCCC operating hours.

87.18 ALLTEL shall provide SOUTHEAST access to its Loops at each of ALLTEL's Wire Centers for Loops terminating in that Wire Center. In addition, if SOUTHEAST orders one or more Loops provisioned via Integrated Digital Loop Carrier or Remote Switching technology deployed as a Loop concentrator, ALLTEL shall, where available, move the requested Loop(s) to a spare physical Loop, if one is existing and available, at no additional charge to SOUTHEAST. If, however, no spare physical Loop is available, ALLTEL shall within three (3) Business Days of SOUTHEAST's request notify SOUTHEAST of the lack of available facilities. SOUTHEAST may then at its discretion make a Network Element Bona Fide Request pursuant to Section 92.3 to ALLTEL to provide the unbundled Local Loop through the demultiplexing of the integrated digitized Loop(s). SOUTHEAST may also make a Network Element Bona Fide Request pursuant to Section 92.3 for access to Unbundled Local Loops at the Loop concentration site point. Notwithstanding anything to the contrary in this Agreement, standard provisioning intervals shall not apply to Loops provided under this Section 87.18.

87.19 Sub-Loop – Distribution (USLA).

Subject to the conditions set forth in Section 85 and upon request by SOUTHEAST, ALLTEL shall provide SOUTHEAST with access to a Sub-Loop Distribution Facility (as such term is hereinafter defined) in accordance with , and subject to, the terms and provisions of this Section 6, the rates set forth in the Pricing Attachment, and the rates, terms and conditions set forth in ALLTEL's applicable Tariffs. A "Distribution Sub-Loop" means a two-wire or four-wire metallic distribution facility in ALLTEL's network between a ALLTEL feeder distribution interface (an FDI) and the rate demarcation point for such facility (or network interface device (NID) if the NID is located at such rate demarcation point). ALLTEL shall provide SOUTHEAST with access to a Sub-Loop Distribution Facility in accordance with, but only to the extent required by, Applicable Law.

87.19.1 SOUTHEAST may request that ALLTEL reactivate (if available) an unused drop and NID or provide SOUTHEAST with access to a drop and NID that, at the time of SOUTHEAST's request, ALLTEL is using to provide service to the Customer (as such term is hereinafter defined).

87.19.2 SOUTHEAST may obtain access to a Sub-Loop Distribution Facility only at an FDI and only from a Telecommunications outside plant interconnection cabinet (TOPIC) or, if SOUTHEAST is collocated at a remote terminal equipment enclosure and the FDI for such Sub-Loop Distribution Facility is located in such enclosure, from the collocation arrangement of SOUTHEAST at such terminal. To obtain access to a Sub-Loop Distribution Facility, SOUTHEAST shall install a TOPIC on an easement or Right of Way obtained by SOUTHEAST within 100 feet of the ALLTEL FDI to which such Distribution Sub-Loop is connected. A TOPIC must comply with applicable industry standards. Subject to the terms of applicable ALLTEL easements, ALLTEL shall furnish and place an interconnecting cable between a ALLTEL FDI and a SOUTHEAST TOPIC and ALLTEL shall install a termination block within such TOPIC. ALLTEL shall retain title to and maintain the interconnecting cable. ALLTEL shall not be responsible for building, maintaining or servicing the TOPIC and shall not provide any power that might be required by SOUTHEAST for any electronics in the TOPIC. SOUTHEAST shall provide any easement, Right of Way or trenching or supporting structure required for any portion of an interconnecting cable that runs beyond a ALLTEL easement.

87.19.3 SOUTHEAST may request from ALLTEL by submitting a loop make-up engineering query to ALLTEL, and ALLTEL shall provide to SOUTHEAST, the following information regarding a Sub-Loop Distribution Facility that serves an identified Customer: the Sub-Loop Distribution Facility's length and gauge; whether Sub-Loop Distribution Facility has loading and bridged tap; the amount of bridged tap (if any) on the Sub-Loop Distribution Facility; and, the location of the FDI to which the Sub-Loop Distribution Facility is connected.

87.19.4 To order access to a Sub-Loop Distribution Facility, SOUTHEAST must first request that ALLTEL connect the ALLTEL FDI to which the Sub-Loop Distribution Facility is connected to a SOUTHEAST TOPIC. To make such a request, SOUTHEAST must submit to ALLTEL an application (a "Sub-Loop Distribution Facility Interconnection Application") that identifies the FDI at which SOUTHEAST wishes to access the Sub-Loop Distribution Facility. A Sub-Loop Distribution Facility Interconnection Application shall state the location of the TOPIC, the size of the interconnecting cable and a description of the cable's supporting structure. A Sub-Loop Distribution Facility Interconnection Application shall also include a five-year forecast of SOUTHEAST's demand for access to Sub-Loop Distribution Facilities at the requested FDI. SOUTHEAST must submit the application fee set forth in the Pricing Attachment attached hereto and ALLTEL's applicable Tariffs (a "Sub-Loop Distribution Facility Application Fee") with Sub-Loop Distribution Facility Interconnection Application. SOUTHEAST must submit Sub-Loop Interconnection Applications to:

87.20 SOUTHEAST's Account Manager

87.20.1 Within sixty (60) days after it receives a complete Sub-Loop Distribution Facility Interconnection Application for access to a Sub-Loop Distribution Facility and the Sub-Loop Distribution Facility Application Fee for such application, ALLTEL shall provide to SOUTHEAST a work order that describes the work that ALLTEL must perform to provide such access (a "Sub-Loop Distribution Facility Work Order") and a statement of the cost of such work (a "Sub-Loop Distribution Facility Interconnection Cost Statement").

87.20.2 SOUTHEAST shall pay to ALLTEL fifty percent (50%) of the cost set forth in a Sub-Loop Distribution Facility Interconnection Cost Statement within sixty (60) days of SOUTHEAST's receipt of such statement and the associated Sub-Loop Distribution Facility Work Order, and ALLTEL shall not be obligated to perform any of the work set forth in such order until ALLTEL has received such payment. A Sub-Loop Distribution Facility Interconnection Application shall be deemed to have been withdrawn if SOUTHEAST breaches its payment obligation under this Section. Upon ALLTEL's completion of the work that ALLTEL must perform to provide SOUTHEAST with access to a Distribution Sub-Loop, ALLTEL shall bill SOUTHEAST, and SOUTHEAST shall pay to ALLTEL, the balance of the cost set forth in the Sub-Loop Distribution Facility Interconnection Cost Statement for such access.

87.20.3 After ALLTEL has completed the installation of the interconnecting cable to a SOUTHEAST TOPIC and SOUTHEAST has paid the full cost of such installation, SOUTHEAST can request the connection of ALLTEL Sub-Loop Distribution Facilities to the SOUTHEAST TOPIC. At the same time, SOUTHEAST shall advise ALLTEL of the services that SOUTHEAST plans to provide over the Sub-Loop Distribution Facility, request any conditioning

of the Sub-Loop Distribution Facility and assign the pairs in the interconnecting cable. SOUTHEAST shall run any crosswires within the TOPIC.

- 87.20.4 If SOUTHEAST requests that ALLTEL reactivate an unused drop and NID, then SOUTHEAST shall provide dial tone (or its DSL equivalent) on the SOUTHEAST side of the applicable ALLTEL FDI at least twenty-four (24) hours before the due date. On the due date, a ALLTEL technician will run the appropriate cross connection to connect the ALLTEL Sub-Loop Distribution Facility to the SOUTHEAST dial tone or equivalent from the TOPIC. If SOUTHEAST requests that ALLTEL provide SOUTHEAST with access to a Sub-Loop Distribution Facility that, at the time of SOUTHEAST's request, ALLTEL is using to provide service to a Customer, then, after SOUTHEAST has looped two interconnecting pairs through the TOPIC and at least twenty four (24) hours before the due date, a ALLTEL technician shall crosswire the dial tone from the ALLTEL central office through the ALLTEL side of the TOPIC and back out again to the ALLTEL FDI and ALLTEL Sub-Loop Distribution Facility using the "loop through" approach. On the due date, SOUTHEAST shall disconnect ALLTEL's dial tone, crosswire its dial tone to the Sub-Loop Distribution Facility and submit SOUTHEAST's long-term number portability request.
- 87.20.5 ALLTEL will not provide access to a Sub-Loop Distribution Facility if ALLTEL is using the loop of which the Sub-Loop Distribution Facility is a part to provide line sharing service to another CLEC or a service that uses derived channel technology to a Customer unless such other CLEC first terminates the ALLTEL-provided line sharing or such Customer first disconnects the service that utilizes derived channel technology.
- 87.20.6 ALLTEL shall provide SOUTHEAST with access to a Sub-Loop Distribution Facility in accordance with negotiated intervals
- 87.20.7 ALLTEL shall repair and maintain a Sub-Loop Distribution Facility at the request of SOUTHEAST and subject to the time and material rates set forth in Pricing Attachment and the rates, terms and conditions of ALLTEL's applicable Tariffs. SOUTHEAST accepts responsibility for initial trouble isolation for Sub-Loop Distribution Facilities and providing ALLTEL with appropriate dispatch information based on its test results. If (a) SOUTHEAST reports to ALLTEL a Customer trouble, (b) SOUTHEAST requests a dispatch, (c) ALLTEL dispatches a technician, and (d) such trouble was not caused by ALLTEL Sub-Loop Distribution Facility facilities or equipment in whole or in part, SOUTHEAST shall pay ALLTEL the charges set forth in the Pricing Attachment and ALLTEL's applicable Tariffs for time associated with said dispatch. In addition, these charges also apply when the Customer contact as designated by SOUTHEAST is not available at the appointed time. If as the result of SOUTHEAST instructions, ALLTEL is erroneously requested to dispatch to a site on ALLTEL company premises ("dispatch in"), the charges set forth in Pricing Attachment and ALLTEL's applicable Tariffs will be assessed per occurrence to SOUTHEAST by ALLTEL. If as the result of SOUTHEAST instructions, ALLTEL is erroneously requested to dispatch to a site outside of ALLTEL company premises ("dispatch out"), the charges set forth in Pricing Attachment and ALLTEL's applicable Tariffs will be assessed per occurrence to SOUTHEAST by ALLTEL.

87.21 Sub-Loop – Feeder (UFSE).

- 87.21.1 Subject to the conditions set forth in Section 85 of this agreement and upon request by SOUTHEAST, ALLTEL shall provide SOUTHEAST with access to a Feeder Sub-Loop (as such term is hereinafter defined) in accordance with, and subject to, the terms and provisions of this Section 87.21, the rates and charges provided in the Pricing Attachment and the rates, terms and conditions of ALLTEL's applicable Tariffs. A "Feeder Sub-Loop" means a DS1 or DS3 transmission path over a feeder facility in ALLTEL's network between a ALLTEL end office and either a ALLTEL remote terminal equipment enclosure (an "RTEE") that subtends such end office or a ALLTEL feeder distribution interface (such an interface, an "FDI") that subtends the end office.
- 87.21.2 SOUTHEAST may obtain access to a Feeder Sub-Loop only from a SOUTHEAST collocation arrangement in the ALLTEL end office where such Feeder Sub-Loop originates and ALLTEL shall terminate a Feeder Sub-Loop in an RTEE that subtends such end office only if SOUTHEAST has a collocation arrangement in such RTEE. Upon SOUTHEAST's request, ALLTEL will connect a Feeder Sub-Loop to a SOUTHEAST collocation arrangement in the ALLTEL end office where the Feeder Sub-Loop originates and to either a SOUTHEAST collocation arrangement in the ALLTEL RTEE that subtends such end office or a Telecommunications Carrier Outside Plant Cabinet (such a cabinet, a "TOPIC") located within 100 feet of the FDI that subtends the end office and that SOUTHEAST has established in accordance with, and subject to the terms and provisions of, an agreement between ALLTEL and SOUTHEAST that governs the establishment of such TOPIC. ALLTEL shall connect a Feeder Sub-Loop to the point of termination bay of a SOUTHEAST collocation arrangement in a ALLTEL Central Office or to a SOUTHEAST TOPIC, by installing appropriate cross connections and ALLTEL shall be solely responsible for installing such cross connections. SOUTHEAST may obtain access to a Feeder Sub-Loop between an end office and an RTEE or an FDI only if DS1 or DS3-capable transmission facilities are available and not in use between such office and RTEE or FDI.
- 87.21.3 SOUTHEAST shall run any crosswires within a SOUTHEAST physical collocation arrangement and a SOUTHEAST TOPIC and SOUTHEAST will have sole responsibility for identifying to ALLTEL where a Feeder Sub-Loop should be connected to a SOUTHEAST collocation arrangement. SOUTHEAST shall be solely responsible for providing power and space for any cross connects and other equipment that ALLTEL installs in a TOPIC, and SOUTHEAST shall not bill ALLTEL, and ALLTEL shall not pay SOUTHEAST, for providing such power and space.
- 87.21.4 ALLTEL shall not be obligated to provide to SOUTHEAST any multiplexing at an RTEE or at a TOPIC or to combine a Feeder Sub-Loop with a Distribution Sub-Loop. If SOUTHEAST requests access to a Feeder Sub-Loop and a Distribution Sub-Loop that are already combined, such combination shall be deemed to be a loop and ALLTEL shall provide such loop to SOUTHEAST in accordance with, but only to the extent required by, the terms, provisions and rates in this Agreement that govern loops, if any.
- 87.21.5 ALLTEL shall provide SOUTHEAST with access to a Feeder Sub-Loop in accordance with negotiated intervals.
- 87.21.6 ALLTEL shall repair and maintain a Feeder Sub-Loop at the request of SOUTHEAST and subject to the time and material rates set forth in the Pricing Attachment and the rates, terms and conditions of ALLTEL's applicable Tariffs. SOUTHEAST may not rearrange, disconnect, remove or

attempt to repair or maintain any ALLTEL equipment or facilities without the prior written consent of ALLTEL. SOUTHEAST accepts responsibility for initial trouble isolation for Feeder Sub-Loops and providing ALLTEL with appropriate dispatch information based on its test results. If (a) SOUTHEAST reports to ALLTEL a trouble, (b) SOUTHEAST requests a dispatch, (c) ALLTEL dispatches a technician, and (d) such trouble was not caused by Feeder Sub-Loop facilities or equipment in whole or in part, then SOUTHEAST shall pay ALLTEL the charges set forth in Pricing Attachment and ALLTEL's applicable Tariffs for time associated with said dispatch. In addition, these charges also apply when a SOUTHEAST contact as designated by SOUTHEAST is not available at the appointed time. If as the result of SOUTHEAST instructions, ALLTEL is erroneously requested to dispatch to a site on ALLTEL company premises ("dispatch in"), the charges set forth in Pricing Attachment and ALLTEL's applicable Tariffs will be assessed per occurrence to SOUTHEAST by ALLTEL. If as the result of SOUTHEAST instructions, ALLTEL is erroneously requested to dispatch to a site outside of ALLTEL company premises ("dispatch out"), the charges set forth in Pricing Attachment and ALLTEL's applicable Tariffs will be assessed per occurrence to SOUTHEAST by ALLTEL.

87.22 Collocation in Remote Terminals.

To the extent required by Applicable Law, ALLTEL shall allow SOUTHEAST to collocate equipment in a ALLTEL remote terminal equipment enclosure in accordance with, and subject to, the rates, terms and conditions set forth in the Collocation Attachment and the Pricing Attachment.

88. **Inside Wire**

88.1 House and Riser.

[This Section Intentionally Left Blank].

89. **Network Interface Device**

89.1 Subject to the conditions set forth in Section 85, at SOUTHEAST's request, ALLTEL shall permit SOUTHEAST to connect a SOUTHEAST Loop to the Inside Wiring of a Customer through the use of a ALLTEL NID in accordance with this Section 89 and the rates and charges provided in the Pricing Attachment. ALLTEL shall provide SOUTHEAST with access to NIDs in accordance with, but only to the extent required by, Applicable Law. SOUTHEAST may access a ALLTEL NID either by means of a connection (but only if the use of such connection is technically feasible) from an adjoining SOUTHEAST NID deployed by SOUTHEAST or, if an entrance module is available in the ALLTEL NID, by connecting a SOUTHEAST Loop to the ALLTEL NID. In all cases, ALLTEL shall perform this connection. When necessary, ALLTEL will rearrange its facilities to provide access to an existing Customer's Inside Wire. An entrance module is available only if facilities are not connected to it.

89.2 In no case shall SOUTHEAST access, remove, disconnect or in any other way rearrange, ALLTEL's Loop facilities from ALLTEL's NIDs, enclosures, or protectors.

89.3 In no case shall SOUTHEAST access, remove, disconnect or in any other way rearrange, a Customer's Inside Wiring from ALLTEL's NIDs, enclosures, or protectors where such Customer Inside Wiring is used in the provision of ongoing Telecommunications Service to that Customer.

- 89.4 In no case shall SOUTHEAST remove or disconnect ground wires from ALLTEL's NIDs, enclosures, or protectors.
- 89.5 In no case shall SOUTHEAST remove or disconnect NID modules, protectors, or terminals from ALLTEL's NID enclosures.
- 89.6 Maintenance and control of premises Inside Wiring is the responsibility of the Customer. Any conflicts between service providers for access to the Customer's Inside Wiring must be resolved by the person who controls use of the wiring (e.g., the Customer).
- 89.7 When SOUTHEAST is connecting a SOUTHEAST-provided Loop to the Inside Wiring of a Customer's premises through the Customer's side of the ALLTEL NID, SOUTHEAST does not need to submit a request to ALLTEL and ALLTEL shall not charge SOUTHEAST for access to the ALLTEL NID. In such instances, SOUTHEAST shall comply with the provisions of Sections 89.2 through 89.7 of this Agreement and shall access the Customer's Inside Wire in the manner set forth in Section 89.8 of this Agreement.
- 89.8 Due to the wide variety of NIDs utilized by ALLTEL (based on Customer size and environmental considerations), SOUTHEAST may access the Customer's Inside Wiring, acting as the agent of the Customer by any of the following means:
- 89.8.1 Where an adequate length of Inside Wiring is present and environmental conditions permit, SOUTHEAST may remove the Inside Wiring from the Customer's side of the ALLTEL NID and connect that Inside Wiring to SOUTHEAST's NID.
- 89.8.2 Where an adequate length of Inside Wiring is not present or environmental conditions do not permit, SOUTHEAST may enter the Customer side of the ALLTEL NID enclosure for the purpose of removing the Inside Wiring from the terminals of ALLTEL's NID and connecting a connectorized or spliced jumper wire from a suitable "punch out" hole of such NID enclosure to the Inside Wiring within the space of the Customer side of the ALLTEL NID. Such connection shall be electrically insulated and shall not make any contact with the connection points or terminals within the Customer side of the ALLTEL NID.
- 89.8.3 SOUTHEAST may request ALLTEL to make other rearrangements to the Inside Wiring terminations or terminal enclosure on a time and materials cost basis to be charged to the requesting party (i.e. SOUTHEAST, its agent, the building owner or the Customer). If SOUTHEAST accesses the Customer's Inside Wiring as described in this Section 89.8.3, time and materials charges will be billed to the requesting party (i.e. SOUTHEAST, its agent, the building owner or the Customer).
- 89.9 Tandem Switching.
- The unbundled Tandem Switching Element includes trunk-connect facilities, the basic switching function of connecting trunks to trunks, and the functions that are centralized in Tandem Switches. Unbundled Tandem switching creates a temporary transmission path between interoffice trunks that are interconnected at a ALLTEL access Tandem for the purpose of routing a call or calls.

90. Signaling Networks and Call-Related Databases

- 90.1 Subject to the conditions set forth in Section 85, ALLTEL shall provide SOUTHEAST with access to databases and associated signaling necessary for call routing and

- completion by providing SS7 Common Channel Signaling ("CCS") Interconnection, and Interconnection and access to toll free service access code (e.g., 800/888/877) databases, LIDB, and any other necessary databases, in accordance with this Section 90 and the rates and charges provided in the Pricing Attachment. Such access shall be provided by ALLTEL in accordance with, but only to the extent required by, Applicable Law.
- 90.2 SOUTHEAST shall provide ALLTEL with CCS Interconnection required for call routing and completion, and the billing of calls which involve SOUTHEAST's Customers, at non-discriminatory rates (subject to the provisions of the Pricing Attachment), terms and conditions, provided further that if the SOUTHEAST information ALLTEL requires to provide such call-related functionality is resident in a database, SOUTHEAST will provide ALLTEL with the access and authorization to query SOUTHEAST's information in the databases within which it is stored.
- 90.3 Alternatively, either Party ("Purchasing Party") may secure CCS Interconnection from a commercial SS7 hub provider (third party signaling provider) to transport signaling messages to and from the ALLTEL CCS network, and in that case the other Party will permit the Purchasing Party to access the same databases as would have been accessible if the Purchasing Party had connected directly to the other Party's CCS network. If a third party signaling provider is selected by SOUTHEAST to transport signaling messages, that third party provider must present a letter of agency to ALLTEL, prior to the testing of the interconnection, authorizing the third party to act on behalf of SOUTHEAST.
- 90.4 Regardless of the manner in which SOUTHEAST obtains CCS Interconnection, SOUTHEAST shall comply with ALLTEL's SS7 certification process prior to establishing CCS Interconnection with ALLTEL.
- 90.5 The Parties will provide CCS Signaling to each other, where and as available, in conjunction with all Reciprocal Compensation Traffic, Toll Traffic, Meet Point Billing Traffic, and Transit Traffic. The Parties will cooperate on the exchange of TCAP messages to facilitate interoperability of CCS-based features between their respective networks, including all CLASS Features and functions, to the extent each Party offers such features and functions to its Customers. All CCS Signaling parameters will be provided upon request (where available), including called party number, Calling Party Number, originating line information, calling party category, and charge number. All privacy indicators will be honored as required under applicable law.
- 90.6 The Parties will follow all OBF-adopted standards pertaining to CIC/OZZ codes.
- 90.7 Where CCS Signaling is not available, in-band multi-frequency ("MF") wink start signaling will be provided. Any such MF arrangement will require a separate local trunk circuit between the Parties' respective switches in those instances where the Parties have established End Office to End Office high usage trunk groups. In such an arrangement, each Party will out pulse the full ten-digit telephone number of the called Party to the other Party.
- 90.8 The Parties acknowledge that there is a network security risk associated with interconnection with the public Internet Protocol network, including, but not limited to, the risk that interconnection of SOUTHEAST signaling systems to the public Internet Protocol network may expose SOUTHEAST and ALLTEL signaling systems and information to interference by third parties. SOUTHEAST shall notify ALLTEL in writing sixty (60) days in advance of installation of any network arrangement that may expose signaling systems or information to access through the public Internet Protocol network. SOUTHEAST shall take commercially reasonable efforts to protect its signaling systems and ALLTEL's signaling systems from interference by unauthorized persons.

- 90.9 Each Party shall provide trunk groups, where available and upon reasonable request, that are configured utilizing the B8ZS ESF protocol for 64 kbps clear channel transmission to allow for ISDN interoperability between the Parties' respective networks.
- 90.10 The following publications describe the practices, procedures and specifications generally utilized by ALLTEL for signaling purposes and are listed herein to assist the Parties in meeting their respective Interconnection responsibilities related to Signaling:
 - 90.10.1 Telcordia Generic Requirements, GR-905-CORE, Issue 1, March, 1995, and subsequent issues and amendments; and
 - 90.10.2 Where applicable, ALLTEL Supplement Common Channel Signaling Network Interface Specification (ALLTEL-905).
- 90.11 Each Party shall charge the other Party mutual and reciprocal rates for any usage-based charges for CCS Signaling, toll free service access code (e.g., 800/888/877) database access, LIDB access, and access to other necessary databases, as follows: ALLTEL shall charge SOUTHEAST in accordance with the Pricing Attachment and the terms and conditions in applicable Tariffs. SOUTHEAST shall charge ALLTEL rates equal to the rates ALLTEL charges SOUTHEAST, unless SOUTHEAST's Tariffs for CCS signaling provide for lower generally available rates, in which case SOUTHEAST shall charge ALLTEL such lower rates. Notwithstanding the foregoing, to the extent a Party uses a third party vendor for the provision of CCS Signaling, such charges shall apply only to the third party vendor.

91. Operations Support Systems

Subject to the conditions set forth in Section 85 above and in Section 59 of the Additional Services Attachment, ALLTEL shall provide SOUTHEAST with access via electronic interfaces to databases required for pre-ordering, ordering, provisioning, maintenance and repair, and billing. ALLTEL shall provide SOUTHEAST with such access in accordance with, but only to the extent required by, Applicable Law. All such transactions shall be submitted by SOUTHEAST through such electronic interfaces.

92. Availability of Other Network Elements on an Unbundled Basis

- 92.1 Any request by SOUTHEAST for access to a ALLTEL Network Element that is not already available and that ALLTEL is required by Applicable Law to provide on an unbundled basis shall be treated as a Network Element Bona Fide Request pursuant to Section 92.3, below. SOUTHEAST shall provide ALLTEL access to its Network Elements as mutually agreed by the Parties or as required by Applicable Law.
- 92.2 Notwithstanding anything to the contrary in this Section 92, a Party shall not be required to provide a proprietary Network Element to the other Party under this Section 92 except as required by Applicable Law.
- 92.3 Network Element Bona Fide Request (BFR).
 - 92.3.1 Each Party shall promptly consider and analyze access to a new unbundled Network Element in response to the submission of a Network Element Bona Fide Request by the other Party hereunder. The Network Element Bona Fide Request process set forth herein does not apply to those services requested pursuant to Report & Order and Notice of Proposed Rulemaking 91-141 (rel. Oct. 19, 1992) ¶ 259 and n.603 or subsequent orders.
 - 92.3.2 A Network Element Bona Fide Request shall be submitted in writing and shall include a technical description of each requested Network Element.

- 92.3.3 The requesting Party may cancel a Network Element Bona Fide Request at any time, but shall pay the other Party's reasonable and demonstrable costs of processing and/or implementing the Network Element Bona Fide Request up to the date of cancellation.
- 92.3.4 Within ten (10) Business Days of its receipt, the receiving Party shall acknowledge receipt of the Network Element Bona Fide Request.
- 92.3.5 Except under extraordinary circumstances, within thirty (30) days of its receipt of a Network Element Bona Fide Request, the receiving Party shall provide to the requesting Party a preliminary analysis of such Network Element Bona Fide Request. The preliminary analysis shall confirm that the receiving Party will offer access to the Network Element or will provide a detailed explanation that access to the Network Element is not technically feasible and/or that the request does not qualify as a Network Element that is required to be provided by Applicable Law.
- 92.3.6 If the receiving Party determines that the Network Element Bona Fide Request is technically feasible and access to the Network Element is required to be provided by Applicable Law, it shall promptly proceed with developing the Network Element Bona Fide Request upon receipt of written authorization from the requesting Party. When it receives such authorization, the receiving Party shall promptly develop the requested services, determine their availability, calculate the applicable prices and establish installation intervals. Unless the Parties otherwise agree, the Network Element requested must be priced in accordance with Section 252(d)(1) of the Act.
- 92.3.7 As soon as feasible, but not more than ninety (90) days after its receipt of authorization to proceed with developing the Network Element Bona Fide Request, the receiving Party shall provide to the requesting Party a Network Element Bona Fide Request quote which will include, at a minimum, a description of each Network Element, the availability, the applicable rates, and the installation intervals.
- 92.3.8 Within thirty (30) days of its receipt of the Network Element Bona Fide Request quote, the requesting Party must either confirm its order for the Network Element Bona Fide Request pursuant to the Network Element Bona Fide Request quote or seek arbitration by the Commission pursuant to Section 252 of the Act.
- 92.3.9 If a Party to a Network Element Bona Fide Request believes that the other Party is not requesting, negotiating or processing the Network Element Bona Fide Request in good faith, or disputes a determination, or price or cost quote, or is failing to act in accordance with Section 251 of the Act, such Party may seek mediation or arbitration by the Commission pursuant to Section 252 of the Act.

93. Maintenance of Network Elements

If (a) SOUTHEAST reports to ALLTEL a Customer trouble, (b) SOUTHEAST requests a dispatch, (c) ALLTEL dispatches a technician, and (d) such trouble was not caused by ALLTEL's facilities or equipment in whole or in part, then SOUTHEAST shall pay ALLTEL a charge set forth in the Pricing Attachment for time associated with said dispatch. In addition, this charge also applies when the Customer contact as designated by SOUTHEAST is not available at the appointed time. SOUTHEAST accepts responsibility for initial trouble isolation and providing ALLTEL with appropriate dispatch information based on its test results. If, as the result of SOUTHEAST instructions, ALLTEL is erroneously requested to dispatch to a site on ALLTEL

company premises ("dispatch in"), a charge set forth in the Pricing Attachment will be assessed per occurrence to SOUTHEAST by ALLTEL. If as the result of SOUTHEAST instructions, ALLTEL is erroneously requested to dispatch to a site outside of ALLTEL company premises ("dispatch out"), a charge set forth in the Pricing Attachment will be assessed per occurrence to SOUTHEAST by ALLTEL. ALLTEL agrees to respond to SOUTHEAST trouble reports on a non-discriminatory basis consistent with the manner in which it provides service to its own retail Customers or to any other similarly situated Telecommunications Carrier.

94. Combinations

94.1 Subject to the conditions set forth in Section 85, ALLTEL shall be obligated to provide a combination of Network Elements (a "Combination") only to the extent provision of such Combination is required by Applicable Law. To the extent ALLTEL is required by Applicable Law to provide a Combination to SOUTHEAST, ALLTEL shall provide such Combination in accordance with, and subject to, requirements established by ALLTEL that are consistent with Applicable Law. ALLTEL shall not be required to provide UNE-P or combinations of UNE's enabling UNE-P.

95. Rates and Charges

The rates and charges for UNEs, Combinations and other services, facilities and arrangements, offered under this Attachment shall be as provided in this Attachment and the Pricing Attachment.

ATTACHMENT 6: COLLOCATION

96. ALLTEL's Provision of Collocation

ALLTEL shall provide to SOUTHEAST, in accordance with this Agreement (including, but not limited to, ALLTEL's applicable Tariffs) and the requirements of Applicable Law, Collocation for the purpose of facilitating SOUTHEAST's interconnection with facilities or services of ALLTEL or access to Unbundled Network Elements of ALLTEL; provided, that notwithstanding any other provision of this Agreement, ALLTEL shall be obligated to provide Collocation to SOUTHEAST only to the extent required by Applicable Law and may decline to provide Collocation to SOUTHEAST to the extent that provision of Collocation is not required by Applicable Law. Subject to the foregoing, ALLTEL shall provide Collocation to SOUTHEAST in accordance with the rates, terms and conditions set forth in ALLTEL's Collocation tariff, and ALLTEL shall do so regardless of whether or not such rates, terms and conditions are effective.

97. SOUTHEAST's Provision of Collocation

Upon request by ALLTEL, SOUTHEAST shall provide to ALLTEL collocation of facilities and equipment for the purpose of facilitating ALLTEL's interconnection with facilities or services of SOUTHEAST. SOUTHEAST shall provide collocation on a non-discriminatory basis in accordance with SOUTHEAST's applicable Tariffs, or in the absence of applicable SOUTHEAST Tariffs, in accordance with terms, conditions and prices to be negotiated by the Parties.

See Attached

EXHIBIT 2

Pricing Proposal for Alltel Interconnection Monthly Recurring Charges for Port/Loop Services

Description	Zone	Loop Cost	Port Cost	Total Cost
Local UNE-P Line	1	10.00	2.00	12.00
Local UNE-P Line	2	13.50	2.00	15.50
Local UNE-P Line	3	18.50	2.00	20.50

The above are our proposed rates and we would agree to these rates as long as the port charges include all features.

Description	Zone	Loop Cost	Port Cost	Total Cost
ISDN BRI Line Side Port	1	*	*	*
ISDN BRI Line Side Port	2	*	*	*
ISDN BRI Line Side Port	3	*	*	*

*We will accept the BRI loop prices for all zones as proposed by Alltel. We will also accept the BRI port prices for all zones as long as the port includes all features.

Description	Zone	Loop Cost	Port Cost	Total Cost
DS1 ISDN PRI Digital Trunk Port	1	*	*	*
DS1 ISDN PRI Digital Trunk Port	2	*	*	*
DS1 ISDN PRI Digital Trunk Port	3	*	*	*

*We will accept the BRI loop prices for all zones as proposed by Alltel. We will also accept the BRI port prices for all zones as long as the port includes all channels as well as all features.

Description	Zone	Loop Cost	Port Cost	Total Cost
DS1 Digital Trunk/Port	1	*	*	*
DS1 Digital Trunk/Port	2	*	*	*
DS1 Digital Trunk/Port	3	*	*	*

*We will accept the DS1 loop prices for all zones as proposed by Alltel. We will also accept the DS1 port prices for all zones as long as the port includes all channels as well as all features.

EXHIBIT 3

**Pricing Proposal for Alltel Interconnection
Non-Recurring Charges (NRC's)**

UNE Non-Recurring Charges

Description	Type	SOMAN	SOMECH	First Unit	Additional Unit(s)
Analog Port/Loop	New Install	7.86	0.00	21.29	15.49
Analog Port/Loop	Switch as Is	7.86	0.00	0.10	0.10
Analog Port/Loop	Switch w/Change	7.86	0.00	0.10	0.10
Advanced Complex (DS-1 svrc)	New Install	7.86	0.00	736.16	382.64
Advanced Complex (DS-1 svrc)	Switch as Is	7.86	0.00	11.17	11.17
Advanced Complex (DS-1 svrc)	Switch w/Change	7.86	0.00	11.17	11.17

Resale Non-Recurring Charges

Description	Type	SOMAN	SOMECH	First Unit	Additional Unit(s)
Residential Analog Port/Loop	New Install	19.99	3.50	34.95	12.48
Residential Analog Port/Loop	Switch as Is	19.99	3.50	8.28	0.00
Commercial Analog Port/Loop	New Install	19.99	3.50	61.66	18.58
Commercial Analog Port/Loop	Switch as Is	19.99	3.50	16.89	0.00

Miscellaneous Non-Recurring Charges

Description	Type	Cost
Customer Record Search	Resale	0.00
Customer Record Search	UNE	0.00
Restoral Charge	Residential	29.12
Restoral Charge	Commercial	40.54

EXHIBIT 4

Pricing Proposal for Alltel Interconnection Usage & Transport Charges

Description	Rate/Min
Local Switching:	
End Office Switching	0.0021580
Transport:	
Common Transport	0.0001196
Common Transport Mileage	0.0000039
Tandem Switching	0.0001073
Blended Rate	0.0023888

EXHIBIT 5

Pricing Proposal for Transportation and Termination of Traffic

SouthEast accepts ALLTEL's proposed rates of:

- A. The Reciprocal Compensation Traffic Termination rate element that applies to Reciprocal Compensation Traffic on a minute of use basis for traffic that is delivered to an End Office is **\$0.0036192**.
- B. The Reciprocal Compensation Traffic Termination rate element that applies to Reciprocal Compensation Traffic on a minute of use basis for traffic that is delivered to Tandem Switch is **\$0.0045872**.
- C. The Tandem Transmitting Charge is **\$0.0009680**.

HOWEVER, SOUTHEAST TELEPHONE REQUESTS THAT PROPOSED RATE APPLY TO INTERNET TRAFFIC AS WELL.